

Catherine L. Hazany, CA Bar No. 229095
catherine.hazany@ogletree.com
Margaret C. Castaneda, CA Bar No. 311670
margaret.castaneda@ogletree.com
**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**
19191 S. Vermont Avenue, Suite 950
Torrance, CA 90502
Telephone: 310-217-8191
Facsimile: 310-217-8184

Attorneys for Defendants THE BOEING
COMPANY, MILLENNIUM SPACE
SYSTEMS, INC., JENNIFER
BERINA-BUELNA and NINA MATTERA

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF CALIFORNIA**

CRAIG M GARRIOTT, an individual,
Plaintiff,

vs.

THE BOEING COMPANY, a Delaware
corporation, MILLENNIUM SPACE
SYSTEMS, INC., a Delaware
corporation, JENNIFER BERINA-
BUELNA, an individual, NINA
MATTERA, an individual, and DOES 1
to 100, inclusive,
Defendants.

Case No. 2:24-CV-04735

**DECLARATION OF CATHERINE
L. HAZANY IN SUPPORT OF
NOTICE OF REMOVAL OF CIVIL
ACTION TO THE UNITED STATES
DISTRICT COURT**

*[Filed concurrently with Notice of
Removal; Civil Cover Sheet;
Certification and Notice of Interested
Parties; Consent to Removal; and
Declaration of John Turner]*

Action Filed: April 10, 2024
Removal Date:
Trial Date: Not Set

DECLARATION OF CATHERINE L. HAZANY

I, Catherine L. Hazany, declare:

1. I am an attorney at law duly licensed and admitted to the United States District Court for the Central District of California. I am a Shareholder with the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., counsel of record for Defendants THE BOEING COMPANY ("Boeing"), MILLENNIUM SPACE SYSTEMS, INC. ("MSS"), JENNIFER BERINA-BUELNA and NINA MATTERA. I am familiar with the facts and circumstances reflected below and surrounding this litigation. If called as witness, I could and would competently testify to the following.

2. I am informed and believe, Plaintiff Craig M. Garriott ("Plaintiff") filed his Complaint on April 10, 2024 in the Los Angeles County Superior Court (Case No. 24STCV09031) ("Action"). Plaintiff filed an Amended Complaint on April 30, 2024. I am attaching to the accompanying Notice of Removal as Exhibit 1 a true and correct copy of the Summons, First Amended Complaint, Civil Case Cover Sheet, Notice of Case Management Conference, Notice of Case Assignment, Alternative Dispute Resolution (ADR) Information Packet, Order to Show Cause Hearing re: Proof of Service; Notice of Acknowledgement and Receipt;

3. On May 7, 2024, Boeing and MSS were personally served through their statutory agent with the Complaint. Attached hereto as Exhibit 2 is true and correct copy of the service of process transmittal summaries for Boeing and MSS.

4. On May 9, 2024, Plaintiff's counsel emailed a Notice of Acknowledgment of Receipt of the Summons and Complaint to me for service upon individual defendants Nina Mattera and Jennifer Berina-Buelna, which I signed on May 20, 2024. Attached hereto as Exhibit 3 is true and correct copy of the Notice of Acknowledgement of Receipt.

5. On June 4, 2024, Defendants filed an Answer to the Complaint in state court, asserting various affirmative defenses. A true and correct copy of the service copy of the Answer is attached as Exhibit 4.

1 6. On June 4, 2024, Defendants filed a Notice of Related Case regarding
2 Plaintiff's wife's case, *Kathy Moonitz v. The Boeing Company, et al.* (Case No.
3 24STCV09122)). Attached hereto as Exhibit 5 is true and correct copy of the Notice
4 of Related Case.

5 7. I am attaching as Exhibit 6 a true and correct copy of the complaint filed
6 by Plaintiff's wife against Defendants Boeing and Nina Mattera in *Kathy Moonitz v.*
7 *The Boeing Company, et al.* (Case No. 24STCV09122).

8 8. In accordance with 28 U.S.C. section 1446(d), promptly after filing this
9 Notice of Removal, Defendants will give separate written notice to all adverse parties
10 and shall file a copy of said notice with the clerk of the Superior Court of California,
11 County of Los Angeles.

12 I declare under penalty of perjury under the laws of the United States of America
13 and the State of California that the foregoing is true and correct, and that this
14 declaration was executed on June 5, 2024, at Los Angeles, California.

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17 Catherine L. Hazany
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EXHIBIT 1

SUM-100

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

THE BOEING COMPANY, a Delaware corporation, MILLENNIUM SPACE SYSTEMS, INC., a Delaware corporation, JENNIFER BERINA-BUELNA, an individual, NINA MATTERA, an individual, and DOES 1 to 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CRAIG M GARRIOTT, an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/11/2024 8:56 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Bolden, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California, County of Los Angeles
111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

24STCV09031

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

SANSANOWICZ LAW GROUP, P.C. c/o Leonard H. Sansanowicz 21031 Ventura Boulevard, Suite 701
Woodland Hills, CA 91364, tel: (818) 639-8510

DATE: 04/11/2024
(Fecha)

David W. Slayton, Executive Officer/Clerk of Court

Clerk, by
(Secretario)

S. Bolden

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **MILLENNIUM SPACE SYSTEMS, INC., a Delaware corporation**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):



SANSANOWICZ LAW GROUP, P.C.
Attorneys at Law
Electronically Received 04/30/2024 05:37 PM

Leonard H. Sansanowicz, Esq. (SBN 255729)
SANSANOWICZ LAW GROUP, P.C.
21031 Ventura Boulevard, Suite 701
Woodland Hills, CA 91364
Tel: (818) 639-8510
Facsimile: (818) 639-8511
leonard@law-slg.com

Narak Mirzaie, Esq. (SBN 311508)
M LAW ATTORNEYS, APC
P.O. Box 60091
Pasadena, CA 91102
Tel: (626)626-4422
Fax: (626)626-4420
nm@mlawattorneys.com

Attorneys for PLAINTIFF CRAIG M GARRIOTT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

CRAIG M GARRIOTT, an individual,

Plaintiff,

vs.

THE BOEING COMPANY, a Delaware
corporation, MILLENNIUM SPACE
SYSTEMS, INC., a Delaware corporation,
JENNIFER BERINA-BUELNA, an
individual, NINA MATTERA, an individual,
and DOES 1 to 100, inclusive,

Defendants.

Case No. 24STCV09031

*[Assigned for all intents and purposes to the
Hon. Bruce G. Iwasaki, Dept. 58]*

**PLAINTIFF'S AMENDED COMPLAINT
FOR DAMAGES FOR:**

1. BATTERY;
2. NEGLIGENCE;
3. NEGLIGENCE;
4. WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 6310;
5. WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5(b);
6. INJUNCTIVE RELIEF/DECLARATORY JUDGMENT;
7. DEFAMATION PER SE; AND
8. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.

DEMAND FOR JURY TRIAL

SANSANOWICZ LAW GROUP, P.C.
Attorneys at Law

1 COMES NOW Plaintiff Craig M. Garriott ("Plaintiff" or "Mr. Garriott") for causes of action
2 against The Boeing Company ("Boeing"), Millennium Space Systems, Inc. ("Millennium"), and
3 DOES 1 to 100 inclusive (collectively with Boeing and Millennium, "Employer Defendants"), as
4 well as against Jennifer Berina-Buelna ("Berina"), and Nina Mattera ("Mattera") (collectively with
5 Employer Defendants, "Defendants"), alleging as follows:

6 **NATURE OF THE ACTION**

7 1. This is a complaint brought under the California Labor Code, including
8 whistleblower retaliation, as well as common law principles, for battery, negligence, negligent
9 retention, and defamation per se. Plaintiff seeks compensatory, general, and punitive damages,
10 injunctive and declaratory relief, attorney's fees, and costs of suit from Defendants.

11 2. Plaintiff and Defendants executed a tolling agreement effective October 5, 2023,
12 mutually agreeing to toll all statutes of limitations that were viable as of the commencement of the
13 tolling period through and including the sixtieth day after mediation. The parties attended mediation
14 on February 12, 2024. The parties' Tolling Agreement is attached hereto as **Exhibit A**.

15 **PARTIES**

16 3. Plaintiff Craig Garriott is, and at all times relevant was, an individual residing in Los
17 Angeles County, California. Since approximately 1997, Mr. Garriott has been employed by The
18 Boeing Company, Millennium Space Systems, Inc., and Does 1 to 100 ("Employer Defendants") in
19 various positions, mostly as a technician.

20 4. Defendant The Boeing Company ("Boeing") is, and at all times relevant was, a
21 Delaware corporation that jointly employed Plaintiffs and others in California, whose principal
22 place of business is 1950 E. Imperial Highway, El Segundo, CA 90245.

23 5. Defendant Millennium Space Systems, Inc. ("Millennium") is, and at all times
24 relevant was, a Delaware corporation that jointly employed Mr. Garriott and others in California,
25 whose principal place of business is 1950 E. Imperial Highway, El Segundo, CA 90245.

26 6. Defendant Jennifer Berina-Buelna ("Berina") is, and at all times relevant was, an
27 individual residing in Los Angeles County, California. During the relevant period, Berina was
28 Spacecraft Manager of Boeing's O3B Department.

1 7. Defendant Nina Mattera ("Mattera") is, and at all times relevant was, an individual
2 residing in Los Angeles County, California. During the relevant period, Mattera was Manager of
3 Propulsion Area and reported to Ben Kroeter, Director of Operations for Boeing El Segundo
4 (Aerospace) ("Kroeter"), and Karl Gaugel (Assistant Director of Operations) ("Gaugel").

5 8. Plaintiff currently is unaware of the true names of the defendants sued herein as
6 Does 1 through 100, inclusive. Plaintiff sues said defendants by said fictitious names and will
7 amend this complaint when the true names and capacities are ascertained or when such facts
8 pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed
9 and believes, and thereon alleges, that each of the fictitiously named defendants is in some manner
10 responsible for the events and allegations set forth in this complaint. Plaintiff is informed and
11 believes, and thereon alleges, that Does 1 through 100 are the partners, joint employers, agents,
12 owners, shareholders, directors, members, officers, managers, or employees of Boeing and/or
13 Millennium. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, each
14 defendant was an employer, principal, agent, manager, partner, joint venturer, officer, director,
15 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
16 predecessor in interest of some or all of the other Employer Defendants, and was engaged with
17 some or all of the other Employer Defendants in a joint enterprise for profit, and bore such other
18 relationships to some or all of the other defendants so as to be liable for their conduct with respect
19 to the matters alleged in this complaint. Plaintiff is informed and believes, and thereon alleges, that
20 each defendant acted pursuant to and within the scope of the relationships alleged above, and that at
21 all relevant times, each defendant did, knew or should have known about, authorized, ratified,
22 adopted, approved, controlled, or aided and abetted the conduct of all other Employer Defendants,
23 which proximately caused the damages herein alleged. Plaintiff is informed and believes, and
24 thereon alleges, that each of said defendants is in some manner intentionally, negligently, willfully,
25 or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

26 9. Plaintiff is further informed and believes, and thereon alleges, that each and all of the
27 acts and omissions alleged herein was performed by, or is attributable to, Boeing, Millennium,
28 Berina, Mattera, and/or Does 1 through 100, each acting as the agent, employee, alter ego, and/or

1 joint venturer of, or working in concert with, each of the other co-defendants and was acting within
2 the course and scope of such agency, employment, joint venture, or concerted activity with legal
3 authority to act on the others' behalf. The acts of any and all Defendants were in accordance with,
4 and represent, the official policy and practice of Boeing and/or Millennium.

5 10. Boeing, Millennium, and the business entities sued as Does 1 through 100
6 (collectively, "Employer Defendants"), were and are Plaintiff's employers. Under California law,
7 Employer Defendants are jointly and severally liable as employers, or other persons acting on
8 behalf of Employer Defendants, for violating, or causing to be violated, the violations alleged herein
9 because they have each exercised sufficient control over the terms, wages, hours, working
10 conditions, and/or employment of Plaintiff. Each Employer Defendant had the power to hire and
11 fire Plaintiff and other employees, to supervise and control their work schedules and/or conditions
12 of employment, to determine their rates of pay, and the right to control how or if Plaintiff and other
13 employees were paid for time worked. Employer Defendants suffered or permitted Plaintiff to work
14 and/or engaged Plaintiff and others to create a common law employment relationship. As joint
15 employers of Plaintiff, Employer Defendants are jointly and severally liable for the damages and all
16 other relief available to Plaintiff as alleged herein.

17 **JURISDICTION AND VENUE**

18 11. Jurisdiction for this matter lies properly with this Court because the monetary
19 damages sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will
20 be established according to proof at trial. This Court also has jurisdiction over this action pursuant
21 to the California Constitution, Article VI, § 10.

22 12. This Court also has jurisdiction in this matter because throughout his employment,
23 Plaintiff has been a California citizen, as are Defendants Berina and Mattera. Further, there is no
24 federal question at issue, as the issues herein are based solely on California statutes and law.

25 13. Venue is proper in this Court because Employer Defendants employ persons,
26 including Plaintiff, in this county, and thus a substantial portion of the transactions and occurrences
27 related to this action occurred in this county. (C.C.P. § 395.) Moreover, the principal violations of
28

1 California law occurred in California, and the conduct of all Defendants which form the basis for
2 Plaintiff's claims occurred within or arose out of California and within this county.

3 **GENERAL ALLEGATIONS**

4 14. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13, inclusive,
5 as if fully set forth herein.

6 15. Mr. Garriott began working at Boeing around May 1997. (He worked for the
7 predecessor company, Hughes Space and Communications Company, before Boeing acquired it.)
8 Mr. Garriott has worked as an antennae technician and an aero vehicle technician, mostly as an aero
9 vehicle technician. He became a shop steward of the United Brotherhood of Carpenters and Joiners
10 of America ("Union") beginning in 2007 and became a senior shop steward around 2012.

11 **A. Berina, a Powerful Manager, Retaliates Against Mr. Garriott After He Refuses to**
12 **Participate in Illegal Activity She Requests.**

13 16. In approximately 2017, Berina asked Mr. Garriott to lie about work performed on a
14 government project (asking Mr. Garriott and others to sign off on work to verify it had been
15 completed even when it had not or when they had not performed the work themselves), which he
16 refused to do, complaining it was unethical. Berina's then-boss derided Mr. Garriott for not being a
17 "team player." In retaliation for Mr. Garriott's refusal to participate in what he believed was illegal
18 conduct, management demoted Mr. Garriott, and Berina convinced others to deny Mr. Garriott
19 access to certain work opportunities. Specifically, Berina instructed another department, ViaSat,¹ to
20 deny Mr. Garriott access to their area, to intentionally deprive Mr. Garriott of potential earnings,
21 since the ViaSat program required a lot of overtime hours (one of the highest overtime areas at El
22 Segundo). In so doing, Berina sought to prevent Mr. Garriott from working overtime in the top two
23 job areas on site, O3B² (under Berina's direct supervision) and ViaSat, which resulted in his losing

24 _____
25 ¹ ViaSat-3 is a global constellation of communications satellites owned by ViaSat, Inc., an American
26 communications company, whose purpose (once launched) will be to provide hi-speed broadband
27 connectivity for residential, commercial, and government use around the world. Upon information and belief,
28 Boeing has partnered with ViaSat since 2016.

² O3B is a satellite constellation in Medium Earth orbit ("MEO") owned and operated by SES, a European
telecommunications company, that is designed to provide broadband connectivity to remote locations so that
internet and mobile services can be more accessible to all. "O3B" stands for "other three billion," as in the

1 out on many hours of overtime. Shortly thereafter, Mr. Garriott took a union “leave” to work on
2 behalf of the Union in the capacity of Business Agent, while remaining a Boeing employee. After
3 Mr. Garriott transferred to the Business Agent position, Berina told other workers that Mr. Garriott
4 was a bad technician, despite the fact he had received positive performance reviews to that point.

5 17. During the time he was on loan to the Union, Boeing put Mr. Garriott’s Boeing
6 position on hold. He worked as a Union employee from 2017 to 2022, upon which he returned to
7 Boeing full-time and assumed the role of senior shop steward. Mr. Garriott’s job, both for the Union
8 and for Boeing upon his return, was to file grievances with the Union on behalf of union workers
9 employed by Boeing. After returning to Boeing, Mr. Garriott became Focal Steward at Boeing and
10 then Chief Focal Steward, overseeing the Focal Stewards at both Boeing and Millennium.

11 **B. Berina Assaults Mr. Garriott, and Boeing Protects Her.**

12 18. Around June 2022, Mr. Garriott found himself walking the floor of the high bay (the
13 area where satellites are assembled) with other stewards, investigating why two non-union salaried³
14 employees (engineers) were on the floor seemingly performing hourly (union) jobs (meaning,
15 taking work opportunities away from union members), which, if true, would have been a violation
16 of the collective bargaining agreement. When the stewards asked the engineers why they were
17 performing union duties in violation of the contract, the engineers became defensive and responded
18 to the stewards in a dismissive manner. Defendant Berina, who saw the exchange from a distance,
19 intentionally walked over 300 feet to where Mr. Garriott was standing and physically assaulted him
20 in front of other employees. Grabbing Mr. Garriott by both arms, Berina threatened, “You need to
21 mind your fucking business!” Mr. Garriott protested and demanded Berina remove her hands from
22 him. When he tried to speak, however, Berina put her hands up to Mr. Garriott’s face, as if to try to
23

24
25 estimated number of people at the time the project was launched (around 2010) who did not have stable
26 internet access. Boeing contracted with SES to supply satellites for the O3B program beginning in 2017. In
27 2022, SES launched its mPOWER network (<https://www.ses.com/o3b-mpower>), and Boeing provided the
28 first two satellites for the program (<https://boeing.mediaroom.com/news-releases-statements?item=131182>).
SES either plans to contract or has contracted with Boeing for 24 additional mPOWER satellites.

³ Distinctions between “salaried” and hourly employees connotes the difference between union employees (hourly) and non-union positions.

1 get him to stop talking. Mr. Garriott was shocked and humiliated by the unprovoked surprise attack.

2 19. There were multiple witnesses to the assault, as it took place out in the open on the
3 high bay floor. The incident was also recorded by Boeing video cameras, as there are cameras
4 virtually everywhere on the high bay floor. Nevertheless, the video evidence was destroyed mere
5 days after the assault, despite clear protocols to the contrary.

6 20. The Berina assault was turned over to the Boeing Ethics Department, and the
7 Corporate Investigation team ("CI") investigated the incident. The lead investigator noted there was
8 no video of the incident. Upon information and belief, Boeing El Segundo's then-head of security
9 left a note in the file that no video surveillance was available because it had been "inadvertently"
10 erased. At a meeting with Labor Relations (David Young, Head of Labor Relations – El Segundo)
11 and Human Resources (Maryanne Koshar, Head of HR – El Segundo), Young and Koshar
12 confirmed they had seen the video before it was erased. Despite clear policies prohibiting physical
13 assaults on co-workers, Berina was never disciplined for her assault of Mr. Garriott, let alone
14 terminated; Berina's boss simply told her not to do anything like that again. Moreover, the local HR
15 department was ordered to cease its investigation of Berina.

16 21. It was clear upper management was interested in protecting Berina, as she manages
17 what is the most lucrative department in Boeing, O3B, and management did not want to do anything
18 to jeopardize that business.

19 **C. Mr. Garriott Again is Denied Access to the ViaSat Area.**

20 22. Around September or October 2022, Mr. Garriott's ViaSat badge suddenly stopped
21 working, even though he was supposed to have access to special program areas like ViaSat. It took
22 the personal plea by a leading scientist at Boeing on behalf of Mr. Garriott to have his ViaSat access
23 reinstated.

24 23. Upon information and belief, Mr. Garriott's access to the ViaSat area was blocked in
25 retaliation for having complained about the Berina assault.

26 **D. Berina's Retaliation Continues Into 2023, on Her Own and by Proxy.**

27 24. Boeing's lack of accountability with Berina simply encouraged her to continue to
28 target Mr. Garriott, both directly and through her proxies. Around March 2023, Mr. Garriott was

1 working the floor on mandatory overtime when he observed some salaried employees in the area
2 not following safety procedures. Mr. Garriott reminded them of the safety precautions they needed
3 to take. One of the salaried employees, Kourken “Ken” Hamalian, pressured the Integration Lead on
4 duty to remove Mr. Garriott and have his ViaSat access permanently denied. Mr. Garriott reported
5 the incident to his senior shop steward, who reported the incident to David Young.

6 25. The Union interviewed Hamalian pursuant to its own investigation. He stated that the
7 day after Berina assaulted Mr. Garriott in 2022, she met with the ViaSat team and told them they
8 should deny Mr. Garriott access to their area. Hamalian admitted that ViaSat did bar Mr. Garriott
9 from their area in 2022, and that the salaried employees tried to get Mr. Garriott removed in March
10 2023 because they were still relying on what Berina had told them about Mr. Garriott in 2022.

11 26. Other employees were emboldened by Berina’s conduct, as well, and took notice of
12 the lack of consequences for her actions. In 2023, Dylan Garriott (Mr. Garriott’s son) approached an
13 engineer on the floor who was not wearing safety glasses and asked her to follow the proper safety
14 procedure. She told Dylan she would but did not. Dylan returned with his father, who again asked
15 the engineer to put on her glasses, for safety purposes. An engineer who primarily serves the O3B
16 Department, Jessie Villegas, was standing nearby and started to protest. Mr. Garriott (senior) tried
17 to explain to Villegas that everyone needed to follow safety protocols; in response, Villegas took a
18 swipe at Mr. Garriott’s face, which Mr. Garriott was only able to avoid by jerking back his head
19 quickly. To date, Villegas has never been disciplined for the incident.

20 27. In July 2023, Berina opened a CI complaint against Mr. Garriott in retaliation for
21 making a protected safety complaint (i.e., reporting safety violations to try to enforce Boeing’s
22 safety protocols for a safe and healthy work environment, per Cal OSHA requirements). Berina sent
23 an email to upper management accusing Mr. Garriott of creating a hostile work environment and
24 instructed other employees to submit false allegations against Mr. Garriott.

25 **E. Attacks Against Mr. Garriott Reach Upper Management, As Well.**

26 28. Generally, Mr. Garriott’s health and safety complaints were not annoying attempts to
27 enforce arcane rules or his own capricious whims; they were designed to save lives and the
28 company money. By way of example, around October or November 2023, salaried engineers failed

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Attorneys at Law

1 to secure a clamp band on a four-ton satellite; over a weekend (fortunately, since there were no
2 technicians on the floor), the satellite fell to the floor. The satellite, which cost well over \$1 billion,
3 was just about to be delivered, and now it likely will need to be scrapped. Had technicians been on
4 the floor when the satellite fell, workers could have been killed (and workers have been killed on
5 the floor in the past). This experience highlights the importance of Mr. Garriott's continuous safety
6 complaints and why he remains vigilant about protecting the lives of the workers under his
7 supervision and the assets and equipment of the company. Yet he continuously has been retaliated
8 against simply for doing his job, and that retaliation has reached upper management, as well.

9 29. Around May or June 2023, someone accidentally shorted out an entire battery on one
10 of the satellites, an extremely dangerous event which could have caused the battery to burn up and
11 kill workers on the floor. At a subsequent management meeting, Michelle Parker, Vice President for
12 the Space Mission Systems organization within Boeing Defense, Space & Security (in essence, the
13 COO of the El Segundo facility; she is referred to internally as "VP-Program Management
14 Executive" of the Government Satellite Systems Department), reportedly said something to the
15 effect of, "Isn't it odd that it was Craig Garriott's son who was responsible for this." Upon
16 information and belief, it was two Integration Leads who are friends with Berina who told Parker
17 that Dylan Garriott was responsible for the battery incident.

18 30. As a further and more recent example, in April 2024, Mr. Garriott was standing at
19 the entrance of the El Segundo facility with Labor Relations Manager David Young, when he found
20 himself next to Parker, who was talking to somebody else. Mr. Garriott had been trying to schedule
21 a meeting with Parker to discuss a safety issue at Millennium, which was appropriate because
22 Millennium's CEO, Jason Kim, reports directly to Parker. (The safety issue at Millennium Mr.
23 Garriott was trying to address was a report that Millennium has been running thermal testing on
24 equipment 24/7, even on weekends when no employees are present; it is extremely dangerous to run
25 unmanned thermal testing, as unchecked overheating could cause fires or even detonate the entire
26 facility.)⁴ Mr. Garriott had been instructed to go through Marianne Koshar, Head of HR, to schedule
27 _____

28 ⁴ Boeing, by contrast, runs thermal testing 24/7 but has three shifts of dedicated hourly employees, and at
least one manager providing oversight each shift, so that the testing is always monitored.

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1 a meeting with Parker, but had been told Parker was out of town. Seizing the opportunity to address
2 Parker directly, Mr. Garriott waited until she had finished talking to the other person at the gate,
3 then mentioned he had heard she was out of town and he needed to talk to her about a pressing
4 safety issue. Parker got in Mr. Parker's space, jabbed her finger at his chest, said, "I was out of
5 town," and proceeded to tell him how she had met with a senator and a high-ranking military
6 official and that Mr. Garriott had no idea what she did on a daily basis.

7 31. Setting aside that Parker did not seem to know what was occurring in her own
8 facilities on a daily basis, her conduct was considered a threatening gesture under Boeing's own
9 policy. Mr. Garriott called for Boeing to pull the video of the incident and to perform a threat
10 assessment, per the terms of the policy; this would have meant Parker would have been suspended,
11 pending the investigation of the alleged incident. Mr. Garriot requested that the policy apply to
12 Parker just like everybody else at Boeing (i.e., that she should not be held above the rules), and he
13 asked for the threat assessment. Koshar refused to conduct the threat assessment or investigation.
14 Parker then called for a threat assessment against Mr. Garriott, and he agreed, telling Boeing they
15 should suspend both him and Parker and investigate the matter. Boeing refused to do so.

16 **E. As Part of His Union Duties, Mr. Garriott Investigates a Clear "Pay to Play"**
17 **Practice by Mattera, Who Engages in a Campaign to Smear and Discredit Him.**

18 32. Separate from the Berina assault, in 2022 Mr. Garriott also was made aware by the
19 Union that Defendant Mattera had used her position at Boeing to purchase a \$10 million propellant
20 system from a company owned by a family friend of hers and then hired the child of the head of that
21 company to her (Mattera's team) at Boeing. Mr. Garriott reasonably suspected this type of "pay to
22 play" nepotism violated any number of anti-kickback, bribery, or corruption laws,⁵ including but
23 not limited to California Penal Code section 641.3. Mr. Garriott also reasonably believed Mattera's

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27 ⁵ Boeing's Compliance and Ethics webpage (available here: <https://www.boeing.com/principles/ethics-and-compliance.page>) provides, "Boeing strictly forbids bribery and corruption of any kind... Retaliation against
28 reporting parties is strictly prohibited, and action is taken against violators of anti-retaliation policies."

1 conduct violated Boeing's own Code of Conduct⁶ (both for its own employees and its suppliers)⁷ as
2 unethical conduct.⁸ He knew such quid pro quo dealing needed to be investigated and reported, to
3 avoid even the appearance of impropriety.⁹

4 33. Mr. Garriott reported Mattera's conduct to Young and Koshar around September
5 2022. He specifically requested his name be kept out of the complaint, though, as his wife, Kathy
6 Moonitz, worked near Mattera and Mattera was known to be retaliatory.

7 34. Despite this request to remain anonymous, however, shortly after Mr. Garriott
8 reported Mattera to management, Mattera solicited statements from Boeing employees purporting to
9 establish that Mr. Garriott had threatened others with physical violence, as well as other untruths.
10 Pursuant to her scheme, Mattera enlisted Kelinda Starr – a K-level manager who, like Mattera,
11 reported directly to Kroeter and Gaugel – and the two of them falsely reported Mr. Garriott to the
12 head of security at El Segundo, as well as sent emails about Mr. Garriott to dozens of other Boeing
13 employees asking them to confirm the false allegations about the supposed threatening behavior.
14 Upon information and belief, at least some of this conduct occurred in October 2022 or later.

15 **F. Mattera's Retaliation Continues Well After the Kickback Investigation.**

16
17 ⁶ The Boeing Code of Conduct specifically requires, "I will not engage in any activity that creates a conflict
18 of interest for me or the company." It further provides, "I will promptly report any illegal, improper, or
unethical conduct to my management or through other appropriate channels."

19 ⁷ The Boeing Supplier Code of Conduct requires, "We expect suppliers to prohibit their employees from
20 receiving, paying, and/or promising sums of money or anything of value, directly or indirectly, intended to
21 exert undue influence or improper advantage." Specifically, as per conflicts of interest, the policy provides,
22 "We expect suppliers to avoid all conflicts of interest or situations that give rise to the appearance of a
potential conflict of interest. Suppliers must provide immediate notification to all affected parties in the event
that an actual or potential conflict of interest arises. This includes a conflict between Boeing's interests and
the interests of a supplier, a supplier's employees or its employees' close relatives, friends, or associates."

23 ⁸ A 2021 Global Business Ethics Survey Report (linked from the Boeing website, and available here:
24 <https://www.ethics.org/global-business-ethics-survey/>) shows that from 2017 to 2020, observed conflicts of
25 interest in the workplace rose 8%, from 15% to 23% of all observed ethical misconduct, with a higher jump
of observed conflicts of interest at the management level, from 22% to 38%, or a 16% increase.

26 ⁹ Boeing's Company Procedure PRO-7 mandates, "An actual conflict of interest does not need to be present
27 to constitute a violation of this procedure. Activities that create the appearance of a conflict of interest must
28 also be avoided to ensure that the reputation of Boeing and its employees is not harmed." Moreover,
Boeing's Ethical Business Conduct Guidelines further provides, "Examples of conflicts of interest include,
but are not limited to: **Personal relationships with employees of other business entities that could
influence an employee's decision concerning the selection of a supplier or its products.**"

1 35. Mattera's retaliation against Mr. Garriott continued well after the investigation into
2 the nepotism charge against her. Following a safety training class in September 2022 (which Mr.
3 Garriott was attending as a Boeing employee, not in his Union capacity) that Kelinda Starr taught,
4 Starr convinced the safety training manager, Paul Clark, to falsely send an email to HR and Labor
5 Relations that Mr. Garriott was being disruptive during the class. Clark later recanted and issued an
6 apology email, admitting Starr had coerced him into sending the false email.

7 36. In October 2022, Mattera and Starr baselessly accused Mr. Garriott of false hiring
8 practices, including alleging Mr. Garriott was making hiring decisions and running the process "like
9 a mafia boss." Boeing investigated, and Mr. Garriott was exonerated of these false charges, too.

10 37. Also separate from the above conduct, Mr. Garriott investigated complaints about
11 another employee, who ultimately was terminated. Mattera was the manager for the area in which
12 that employee worked. The investigation was expanded to include Mattera's role in some of the
13 complained-of conduct, including but not limited to Mattera's supposed practice of calling non-
14 exempt employees at home to pressure them to work overtime hours, including when at least one of
15 the employees was on bereavement leave. The Union turned over its investigation to Boeing; the
16 company investigated the lower-level employee but not Mattera. Mattera complained to corporate
17 investigators that Mr. Garriott was trying to build a case against her and the lower-level employee.
18 While the corporate investigation was pending, Mattera called the lower-level employee to tell him
19 that Mr. Garriott had gotten him suspended, thereby directly interfering with the investigation.

20 38. In February 2023, Mattera falsely accused Mr. Garriott of pulling Union members
21 off the floor and stopping production, neither of which he can do contractually. Young, Koshar, and
22 Kroeter (Mattera's direct boss), all investigated, and the three of them concluded Mr. Garriott had
23 done nothing wrong, and reprimanded Mattera. The next day, Mattera initiated a new complaint
24 against Mr. Garriott; once again, Young, Koshar, and Kroeter concluded a Mattera complaint
25 against Mr. Garriott was false and unsubstantiated.

26 **G. Mattera Also Responds to the Complaint by Retaliating Against Garriott's Wife.**

27 39. In addition to going after Mr. Garriott directly, Mattera also retaliated against Mr.
28 Garriott's wife to get back at him, including but not limited to: falsely accusing Ms. Moonitz of

1 having incorrectly purchased certain metals for the purpose of welding them to the satellites Boeing
2 was manufacturing (“welds”), which purportedly had cost the company a lot of money (implying
3 that Ms. Moonitz was incompetent at her job and had cost the company a lot of money); trying to
4 have Ms. Moonitz replaced with a different quality inspector; having work taken away from Ms.
5 Moonitz; and having management withhold information that Ms. Moonitz needed to be able to
6 perform her job properly. In fact, Ms. Moonitz had not done what Mattera accused her of having
7 done. However, the implication from Mattera’s statement to Kroeter and Gaugel was that Ms.
8 Moonitz was incompetent at her job, and the supposed mistake would render the product completely
9 unworkable. Mattera made the statement as a matter of fact, not opinion, and intended to cause
10 harm to Ms. Moonitz because of her association with Mr. Garriott.

11 40. Mattera’s statement proved to be false, as Ms. Moonitz’s boss reviewed her work
12 and determined she had not done anything wrong.

13 41. Around this time, another inspector was brought in to replace Ms. Moonitz. He
14 agreed with Ms. Moonitz’s boss’ assessment, telling Ms. Moonitz that based on his considerable
15 experience in the field, she had done a good job and had not done anything wrong, certainly not
16 what she was being accused of.

17 42. Ultimately, Ms. Moonitz was allowed to keep her job. Nevertheless, shortly after the
18 Mattera complaint, Ms. Moonitz suffered increased scrutiny from other managers in the area. She
19 also received less work, and management stopped discussing with her what was going on with the
20 satellites, which she needed to be able to perform her job properly.

21 43. After the Mattera complaint, other workers in Ms. Moonitz’s area reported having
22 seen emails that, in effect, said Ms. Moonitz was a poor worker or did bad work.

23 **I. In 2022, Millennium’s COO Retaliates Against Mr. Garriott for Protected Activity.**

24 44. Retaliation against Mr. Garriott has been pursued on the Millennium side, as well. In
25 or about February 2022, Millennium Chief Operating Officer, Rory Hoffstatter, who is white,
26 gathered five non-white employees in a room and told them that not everybody is treated equally in
27 the company. The employees understood that to mean they were being treated disparately because
28 of their race. As a matter of contract, any complaints of race discrimination must be reported to

1 Corporate Investigation. Mr. Garriott, in his capacity as Union rep, grieved the matter, and the
2 Union prevailed on behalf of the employees. It was decided that Hoffstatter would issue an apology
3 and send it to CI; however, Hoffstatter never fulfilled his obligation.

4 45. After that process, Millennium conspired to bar Mr. Garriott from future meetings in
5 which he was supposed to participate. Further, upon information and belief, Hoffstatter sent emails
6 to Boeing Labor Relations that Mr. Garriott had committed misconduct, which was not true.

7 **J. Millennium's Retaliation Continues Into 2023.**

8 46. In or about April 2023, several employees renewed their complaint with the Union
9 that Hoffstatter had never issued an apology for his conduct in February 2022. Mr. Garriott renewed
10 the Union's request for the Hoffstatter apology. Hoffstatter and Millennium CEO Jason Kim
11 subsequently placed Mr. Garriot under CI investigation, which John Turner, Head of Labor
12 Relations (which oversees Boeing and Millennium), confirmed with Mr. Garriott directly.

13 47. Shortly after Turner confirmed the Hoffstatter/Kim CI investigation, Chuck Brockett,
14 a Millennium manager, contacted Labor Relations and falsely accused Mr. Garriott of committing
15 misconduct during a training class. Brockett later admitted he had never even attended the class.

16 48. In May 2023, during a meeting with Labor Relations, Mario Pavochick, another
17 Millennium manager, called Mr. Garriott a "fucking asshole" to Mr. Garriott's face in front of
18 others. That type of language violated Boeing's and Millennium's policies and warranted discipline.
19 No disciplinary action was taken against Pavochick.

20 49. In December 2023, Mr. Garriott parked in the visitor's parking lot at Millennium and
21 was on the phone with Koshar. Before Mr. Garriott could exit his car, a Millennium security guard
22 – who knew Mr. Garriott but who also reported to Hoffstatter – blocked Mr. Garriott from opening
23 the driver-side door and kept him there for 15-20 minutes (all the while as Mr. Garriott was on the
24 phone with HR's Koshar, describing what was occurring in real time). Upon information and belief,
25 the security guard, who reports directly to Hoffstatter, was shadowboxing in the office after he saw
26 Mr. Garriott drive onto campus in the moments before he approached the car to harass Mr. Garriott.

27 **K. Boeing Has Tried to Bury the Attacks on Craig Garriott.**

28 50. Around late 2022 or early 2023, Mr. Garriott reached out to Crystal Rivas, Head of

1 Ethics, to make both verbal and written complaints about the assault, harassment, and defamation he
2 had endured in the past year. Boeing policy requires the Ethics department to open an investigation
3 with a case number for each ethics complaint. In March 2023, Mr. Garriott asked Rivas for his file
4 so he could get a copy of the complaints he had made to her previously. Rivas did not produce a file
5 and could not even produce a case number for any of Mr. Garriott's ethics complaints. Upon
6 information and belief, Rivas was told by Boeing management not to investigate Mr. Garriott's
7 complaints, so she did not.

8 **L. The Retaliation Against Both Mr. Garriott and Ms. Moonitz Has Severely and**
9 **Negatively Impacted Their Marriage and Family.**

10 51. The stress of the retaliation has taken its toll on Mr. Garriott and Ms. Moonitz's
11 marriage. They have only been married since 2021 yet have been separated several times since 2023
12 and have spent much of their marriage trying to reconcile these separations.

13 52. Moreover, both of Mr. Garriott's adult children who are employed at Boeing have
14 been targeted, overly scrutinized, and/or outright retaliated against because of their father. Dylan
15 Garriott disassociated himself from his father for a while for fear that associating with Mr. Garriott
16 would cause him to be retaliated against. Mr. Garriott has been barred from seeing his grandchildren
17 out of the same concerns. Defendants' retaliatory conduct has had wide-ranging effects beyond the
18 facilities where the family works.

19 53. Owing to his longstanding tenure with the company, his responsibilities as a Union
20 steward, and his own sense of personal accountability, Mr. Garriott takes his job and job duties very
21 seriously. He knows that others depend on him to protect their interests at work, and he has
22 improved labor relations in his Union capacity. However, management at Boeing and Millennium
23 are vexed that Mr. Garriott continually reminds them they are not following protocols, even when
24 those protocols are designed to ensure maximum safety on the floor, because management is more
25 concerned with the bottom line than with the basic needs of their employees. (Indeed, Michelle
26 Parker's bio provides, "She is responsible for program execution, strategic direction, and profit
27 and loss for a portfolio that includes government and commercial satellites, space systems
28 architecture, national security space programs, [and] ground systems...") It is this "profits over

1 people” mentality which has caused Boeing management to target Mr. Garriott and those around
2 him, because he is an inconvenient reminder that their bad actions have consequences.

3 **FIRST CAUSE OF ACTION**

4 **BATTERY**

5 **(By Plaintiff Against Defendant Berina and Employer Defendants)**

6 54. Plaintiff incorporates by reference and re-alleges the allegations contained in
7 paragraphs 1 through 53, inclusive, as though fully set forth herein.

8 55. As detailed above, Defendant Berina intended to cause a harmful and offensive
9 contact with Mr. Garriot’s body and did intentionally subject Mr. Garriott to an unwanted touching
10 by grabbing him. Mr. Garriott did not consent (either by words, through his silence, or by his
11 actions) to Berina’s unwanted touching, and he was actually harmed and offended by the touching.

12 56. A reasonable person in Mr. Garriott’s situation would have been offended by the
13 touching, too.

14 57. Plaintiff is informed and believes and thereon alleges that all times relevant, Berina
15 was an employee of Employer Defendants acting within the course and scope of her duties as an
16 employee. Employer Defendants authorized Berina to come into physical contact with Mr. Garriott
17 and for him to be in her presence and placed her in a position of power above him, knowing the
18 likelihood that she would take advantage of that position to cause actual harm to Mr. Garriott.
19 Employer Defendants had actual or constructive knowledge that Berina had retaliated against Mr.
20 Garriott previously for his refusal to participate in her illegal scheme. Thus, Employer Defendants
21 aided, abetted, and/or ratified Berina’s battery after learning of it, including but not limited to
22 allowing her to remain employed in her position without any disciplinary action at all.

23 58. As a proximate result of Berina’s wrongful conduct, Mr. Garriott has suffered
24 emotional and mental distress, anguish, humiliation, shame, embarrassment, fright, shock, pain,
25 discomfort, and anxiety, in an amount according to proof at the time of trial.

26 59. The actions of these Defendants as alleged herein were carried out with malice,
27 willfulness and/or reckless indifference to Mr. Garriott’s rights, with full knowledge of their
28 unlawfulness, and with the intent to deprive Mr. Garriott of rights guaranteed under the law. Mr.

1 Garriott is entitled to punitive damages for the purpose of deterring such unlawful, malicious,
2 oppressive and/or reckless conduct. Defendants' conduct described herein was engaged in by
3 officers, directors, and/or managing agents for Employer Defendants and/or ratified by officers,
4 directors, and/or managing agents.

5 **SECOND CAUSE OF ACTION**

6 **NEGLIGENCE**

7 **(By Plaintiff Against Defendant Berina and Employer Defendants)**

8 60. Plaintiff incorporates by reference and re-alleges the allegations contained in
9 paragraphs 1 through 59, inclusive, as though fully set forth herein.

10 61. It is the public policy of the State of California that employees be employed under
11 the minimum terms and conditions established by the Labor Code and applicable regulations.

12 62. At all times relevant herein, Mr. Garriott was an employee of Employer Defendants.

13 63. At all times relevant herein, Labor Code sections 6400, 6401, 6402, 6403, 6404, and
14 6406 were in full force and effect and were binding on Employer Defendants. Further, at all
15 relevant times, Labor Code section 6406 was binding on Defendant Berina.

16 64. Labor Code section 6400 provides, "Every employer shall furnish employment and a
17 place of employment that is safe and healthful for the employees therein."

18 65. Labor Code section 6401 provides in relevant part, "Every employer shall do every
19 other thing reasonably necessary to protect the life, safety, and health of employees."

20 66. Labor Code section 6402 provides, "No employer shall require, or permit an employee
21 to go or be in any employment or place of employment which is not safe or healthful." Labor Code
22 section 6404 provides, "No employer shall occupy or maintain any place of employment that is not
23 safe and healthful."

24 67. Labor Code section 6403 provides in relevant part that an employer must "do every
25 other thing reasonably necessary to protect the life, safety, and health of employees."

26 68. Labor Code section 6406 provides in relevant part, "No person shall...Fail or neglect
27 to do every other thing reasonably necessary to protect the life, safety, and health of employees."

28 69. In addition to their statutorily created duties, both Employer Defendants and Berina

1 owed Mr. Garriott and other employees a common law duty to use reasonable care to prevent harm
2 to those employees, both in their actions and in their failure to act to prevent harm.

3 70. Thus, Berina and Employer Defendants owed Mr. Garriott a legal duty to provide
4 him with a safe and healthy workplace free of violence and unwanted touchings.

5 71. Berina breached her duty by physically attacking Mr. Garriott. Employer Defendants
6 breached their duty in that they knew of Berina's history of retaliating against Mr. Garriott but
7 failed to safeguard him from any further attacks by Berina, either figuratively or to his person,
8 including but not limited to instructing Berina not to retaliate against Mr. Garriott in any manner,
9 including by physically attacking him, or by separating the scope of Berina's duties from those of
10 Mr. Garriott so the two did not cross paths.

11 72. Moreover, at all times relevant herein, Labor Code sections 3601 and 3602 were in
12 full force and effect and were binding on Employer Defendants.

13 73. Labor Code section 3601, subdivision (a)(1), provides that even though an employee
14 may recover damages from his employer for the injury caused by another employee, a plaintiff may
15 recover damages directly against the other employee, "When the injury...is proximately caused by
16 the willful and unprovoked physical act of aggression of the other employee."

17 74. Labor Code section 3602, subdivision (b)(1), provides that an employee may recover
18 damages from his employer for the injury caused by another employee, "Where the employee's
19 injury...is proximately caused by a willful physical assault by the employer."

20 75. It is well established that physical assaults do "not stem[] from a risk reasonably
21 encompassed within the compensation bargain" of the employment relationship, certainly not in
22 Mr. Garriott's work environment. *Shoemaker v. Myers* (1960) 52 Cal.3d 1, 16.

23 76. A reasonable person in Berina's position would not have attacked Mr. Garriott
24 physically at work.

25 77. A reasonable employer in Employer Defendants' position would have taken
26 appropriate measures to ensure that Berina was not in a position to harm Mr. Garriott.

27 78. Employer Defendants ratified Berina's act by actively destroying video evidence that
28 the assault had occurred and by halting the investigation before any findings could be made.

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1 79. Mr. Garriott used a reasonable amount of care for his own safety and did not do
2 anything to invite or to cause Berina's intentional and unwanted touching.

3 80. Berina's breach and Employer Defendants' breach were the proximate causes of Mr.
4 Garriott's resulting harm.

5 81. Berina's and Employer Defendants' negligence was a substantial factor in causing
6 Mr. Garriott harm and has resulted in damage and injury to Mr. Garriott as alleged herein.

7 82. As a direct and foreseeable result of the aforesaid acts of said Defendants, Mr.
8 Garriott has lost and will continue to lose income and benefits in an amount to be proven at trial.

9 83. As a direct and foreseeable result of the aforesaid acts of said Defendants, Mr.
10 Garriott claims general damages for mental and emotional distress and aggravation in an amount to
11 be proven at the time of trial.

12 84. The actions of these Defendants as alleged herein were carried out with malice,
13 willfulness and/or reckless indifference to Mr. Garriott's rights, with full knowledge of their
14 unlawfulness, and with the intent to deprive Mr. Garriott of rights guaranteed under the law. Mr.
15 Garriott is entitled to punitive damages for the purpose of deterring such unlawful, malicious,
16 oppressive and/or reckless conduct. Defendants' conduct described herein was engaged in by
17 officers, directors, and/or managing agents for Employer Defendants and/or ratified by officers,
18 directors, and/or managing agents.

19 **THIRD CAUSE OF ACTION**

20 **NEGLIGENT RETENTION**

21 **(By Plaintiff Against Employer Defendants)**

22 85. Plaintiff incorporates by reference and re-alleges the allegations contained in
23 paragraphs 1 through 84, inclusive, as though fully set forth herein.

24 86. At all times relevant herein, Defendants Berina and Mattera were employees of
25 Employer Defendants, as was Rory Hoffstatter, and each was in a supervisory and/or management
26 position and therefore an agent of Employer Defendants.

27 87. Based on the above conduct, it was apparent that Berina, Mattera, and Hoffstatter
28 were unfit for their supervisory positions, and that this unfitness created a particular risk to others.

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1 Specifically, Employer Defendants' continued employment of Berina in a supervisory position
2 allowed her to physically assault Mr. Garriott and created an environment in which Berina and
3 other employees under her supervision or control were emboldened to physically strike at and/or
4 retaliate against Mr. Garriott because of Berina's prior conduct towards Mr. Garriott. Similarly,
5 Employer Defendants' continued employment of Mattera in a supervisory position allowed her to
6 retaliate against both Mr. Garriott and Ms. Moonitz without repercussion. And Employer
7 Defendants' continued employment of Hoffstatter in a supervisory position allowed him, either
8 directly or through his direct reports, to retaliate against Mr. Garriott for doing his job.

9 88. The unfitness of Berina, Mattera, and Hoffstatter, and each of them, caused harm to
10 Mr. Garriott.

11 89. Employer Defendants have been on notice since at least 2017 of Berina's retaliatory
12 motive against Mr. Garriott, since at least 2022 of Mattera's retaliatory motives against Mr. Garriott
13 and Ms. Moonitz, and since at least 2023 of Hoffstatter's retaliatory motive against Mr. Garriott,
14 yet Employer Defendants have done nothing to remove Berina, Mattera, and/or Hoffstatter from
15 positions from which they could continue to retaliate against Mr. Garriott and Ms. Moonitz.

16 90. Employer Defendants' negligence in retaining Berina was a substantial factor in
17 causing Mr. Garriot harm.

18 91. Employer Defendants' negligence in retaining Hoffstatter was a substantial factor in
19 causing Mr. Garriot harm.

20 92. As a direct and foreseeable result of the aforesaid acts (or inaction) of Employer
21 Defendants, Mr. Garriott has lost and will continue to lose income and benefits in an amount to be
22 proven at trial.

23 93. As a direct and foreseeable result of the aforesaid acts (or inaction) of Employer
24 Defendants, Mr. Garriott claims general damages for mental and emotional distress and aggravation
25 in an amount to be proven at the time of trial.

26 94. The actions or inactions of these Defendants as alleged herein were carried out with
27 malice, willfulness and/or reckless indifference to Plaintiff's rights, with full knowledge of their
28 unlawfulness, and with the intent to deprive Plaintiff of rights guaranteed to him under the law.

1 Plaintiff is entitled to punitive damages for the purpose of deterring such unlawful, malicious,
2 oppressive and/or reckless conduct. Defendants' conduct described herein was engaged in by
3 officers, directors, and/or managing agents for Employer Defendants and/or ratified by officers,
4 directors, and/or managing agents.

5 **FOURTH CAUSE OF ACTION**

6 **WHISTLEBLOWER RETALIATION, IN VIOLATION OF LABOR CODE § 6310**

7 **(By Plaintiff Against Employer Defendants)**

8 95. Plaintiff incorporates by reference and re-alleges the allegations contained in
9 paragraphs 1 through 94, inclusive, as though fully set forth herein.

10 96. At all relevant times, Labor Code section 6310, subdivision (a), was in full force and
11 effect and was binding on Employer Defendants. Subdivision (a)(1) provides in relevant part, "No
12 person shall discharge or in any manner discriminated against any employee because the employee
13 has...Made any oral or written complaint to...their employer [related to health or safety]..."

14 97. Mr. Garriott complained that Berina physically attacked him and thus disturbed his
15 safety and health in the workplace.

16 98. Employer Defendants ignored Mr. Garriott's complaint, refused to comply with their
17 own investigation policies or protocols and conduct a thorough and complete investigation, and
18 failed or refused to discipline Berina for physically attacking Mr. Garriott in an unsolicited and
19 unconsented to manner in the workplace.

20 99. Employer Defendants discriminated against Mr. Garriott by failing to take his
21 complaints of physical attack seriously, by failing to thoroughly and completely investigate his
22 complaints against Berina and others who attacked him, and by continuing to investigate him with
23 every false claim alleged against him, as described more fully herein.

24 100. Defendant Berina discriminated against Mr. Garriott for his health and safety
25 complaints against her, *inter alia*, by falsely accusing him of being incompetent at his job and
26 falsely alleging that he would cause problems with the Union if admitted to the ViaSat area.

27 101. Berina's conduct also has created an environment in which other employees have
28 felt emboldened to physically attack Mr. Garriott, which has endangered his physical safety and

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1 sense of well-being at work.

2 102. As a proximate result of the wrongful conduct of these Defendants, and each of them,
3 Mr. Garriott has suffered and continues to sustain actual damages including, but not limited to, loss
4 of earnings, costs of suit, and other pecuniary loss in an amount not presently ascertained, but to be
5 proven at trial.

6 103. As a further proximate result of the wrongful conduct of these Defendants, and each of
7 them, Mr. Garriott has suffered emotional and mental distress, anguish, humiliation, shame,
8 embarrassment, fright, shock, pain, discomfort, and anxiety, in an amount according to proof at the
9 time of trial.

10 104. The actions of these Defendants as alleged herein were carried out with malice,
11 willfulness and/or reckless indifference to Mr. Garriott's rights, with full knowledge of their
12 unlawfulness, and with the intent to deprive Mr. Garriott of rights guaranteed under the law. Mr.
13 Garriott is entitled to punitive damages for the purpose of deterring such unlawful, malicious,
14 oppressive and/or reckless conduct. Defendants' conduct described herein was engaged in by
15 officers, directors, and/or managing agents for Employer Defendants and/or ratified by officers,
16 directors, and/or managing agents.

17 **FIFTH CAUSE OF ACTION**

18 **WHISTLEBLOWER RETALIATION, IN VIOLATION OF LABOR CODE § 1102.5(b)**

19 **(By Plaintiff Against Employer Defendants)**

20 105. Plaintiff incorporates by reference and re-alleges the allegations contained in
21 paragraphs 1 through 104, inclusive, as though fully set forth herein.

22 106. At all relevant times, Labor Code section 1102.5, subdivision (b), was in full force
23 and effect and was binding on Employer Defendants. Subdivision (b) provides in relevant part, "An
24 employer, or any person acting on behalf of the employer, shall not retaliate against an employee
25 for disclosing information... to a person with authority over the employee or another employee who
26 has the authority to investigate, discover, or correct the violation or noncompliance... if the
27 employee has reasonable cause to believe that the information discloses a violation of state or
28 federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,

1 regardless of whether disclosing the information is part of the employee's job duties."

2 107. Mr. Garriott had reasonable cause to believe that Mattera was engaged in the crime
3 of bribery/kickbacks, Penal Code section 641.3, and reported this to Maryanne Koshar and David
4 Young, persons with authority to investigate, discover, or correct the violation. Penal Code section
5 641.3 defines commercial bribery, in part, as "Any employee who solicits, accepts, or agrees to
6 accept money or any thing of value from a person other than his or her employer, other than in trust
7 for the employer, corruptly and without the knowledge or consent of the employer, in exchange for
8 using or agreeing to use his or her position for the benefit of that other person...." Mr. Garriott had
9 reasonable cause to believe that Mattera had accepted some sort of thing of value in exchange for
10 kicking back a sweetheart contract to her friend and placing his child on the Boeing payroll.

11 108. Mr. Garriott further alleges that Mattera, while acting on behalf of Employer
12 Defendants, retaliated against him for disclosing this information to Ms. Koshar and Mr. Young.
13 Mr. Garriott's whistleblowing, which was an activity protected under the law, was a contributing
14 factor to Boeing's suspicion of him and subsequent retaliatory acts. Moreover, Mr. Garriott alleges
15 that Mattera retaliated against him by retaliating against his wife to try to pressure Mr. Garriott to
16 stop investigating her illegal and unethical conduct and to sow discord into his marriage.

17 109. Mr. Garriott had further reasonable cause to believe that Mattera illegally interfered
18 with employees' leaves of absence, in violation of company policy and Government Code section
19 12945.2 and/or 12945.7, and he reported those violations to persons with authority to investigate,
20 discover, and/or correct the allegations.

21 110. Mr. Garriott further alleges that Mattera, while acting on behalf of Employer
22 Defendants, retaliated against him for disclosing this information to persons with such authority,
23 and that such retaliation for Mr. Garriott's disclosure was a contributing factor to Boeing's
24 suspicion of him and to Mattera's further retaliation against Ms. Moonitz.

25 111. Mr. Garriott also alleges he had reasonable cause to believe that Hoffstatter engaged
26 in discrimination in employment based on race, in violation of Government Code section 12940(a).
27 Mr. Garriott reported this violation to persons with the authority to investigate, discover, and/or
28 correct the violation.

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1 112. Mr. Garriott further alleges that Hoffstatter, while acting on behalf of Employer
2 Defendants, retaliated against Mr. Garriott for disclosing this information to persons with such
3 authority, and that Mr. Garriott's disclosure was a contributing factor to Millennium's suspicion of
4 him and to such conduct as being placed under investigation for pretextual reasons, being falsely
5 accused of misconduct at a meeting, being called a "fucking asshole" during a meeting with Labor
6 Relations, and having management seek to bar him from meetings which he was entitled to attend.

7 113. The above adverse employment actions were intended to intimidate and silence Mr.
8 Garriott, to portray him as a malcontent and a bad employee, and to deny him the ability to do his
9 job effectively.

10 114. As a proximate result of the wrongful conduct of these Defendants, and each of them,
11 Mr. Garriott has suffered and continues to sustain actual damages including, but not limited to, loss
12 of earnings, reliance damages, costs of suit and other pecuniary loss in an amount not presently
13 ascertained, but to be proven at trial.

14 115. As a further proximate result of the wrongful conduct of these Defendants, and each of
15 them, Mr. Garriott has suffered emotional and mental distress, anguish, humiliation, shame,
16 embarrassment, fright, shock, pain, discomfort, and anxiety, in an amount according to proof at the
17 time of trial.

18 116. The actions of these Defendants as alleged herein were carried out with malice,
19 willfulness and/or reckless indifference to Mr. Garriott's rights, with full knowledge of their
20 unlawfulness, and with the intent to deprive Mr. Garriott of rights guaranteed under the law. Mr.
21 Garriott is entitled to punitive damages for the purpose of deterring such unlawful, malicious,
22 oppressive and/or reckless conduct. Defendants' conduct described herein was engaged in by
23 officers, directors, and/or managing agents for Employer Defendants and/or ratified by officers,
24 directors, and/or managing agents.

25 117. As a result of these Defendants' conduct as alleged herein, Mr. Garriott is entitled to
26 an award of reasonable attorney's fees pursuant to Labor Code section 1102.5, subdivision (j). Mr.
27 Garriott is further entitled to costs of suit as provided for in Code of Civil Procedure section 1021.5.

28 ///

SIXTH CAUSE OF ACTION

INJUNCTIVE RELIEF/DECLARATORY JUDGMENT

(By Plaintiff Against Employer Defendants)

118. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1 through 117, inclusive, as though fully set forth herein.

119. California Labor Code section 1102.5 “reflects the broad public policy interest in encouraging workplace whistle-blowers to report unlawful acts without fearing retaliation.” *Green v. Ralee Eng’g Co.* (1998) 19 Cal.4th 66, 77 (affirmed by *Lawson v. PPG Architectural Finishes, Inc.* (2022) 12 Cal.5th 703, 709).

120. An actual controversy has arisen and now exists between Plaintiff and Employer Defendants concerning the parties’ respective rights and duties, as it is believed that Employer Defendants may contend that they did not retaliate against Mr. Garriott because Mr. Garriott blew the whistle on what he reasonably believed was illegal conduct. Plaintiff, by contrast, alleges that Employer Defendants did in fact retaliate against him for his whistleblowing activity. Plaintiff therefore is informed and believes, and on that basis alleges, that Employer Defendants will dispute Plaintiff’s whistleblower retaliation causes of action.

121. Pursuant to California Code of Civil Procedure section 1060, Plaintiff seeks a judicial determination of Plaintiff’s rights and Employer Defendants’ duties, and a declaration that Employer Defendants retaliated against Plaintiff because of his protected whistleblowing activity. In so doing, Plaintiff seeks a judicial determination and declaration that Employer Defendants’ retaliation against him for his whistleblowing activities was a contributing factor in the decisions to take adverse employment actions against him.

122. Pursuant to California Labor Code sections 1102.61 and 1102.62, Plaintiff petitions the Court for injunctive relief until a judicial determination has been issued, or at a time certain set by the Court, to enjoin Employer Defendants from further retaliating against Plaintiff for his protected whistleblower activity.

123. A judicial determination is necessary and appropriate so that Plaintiff, on his own behalf and on behalf of other employees in the State of California, and in conformity with the public

1 policy of the State, may obtain a judicial declaration of Employer Defendants' wrongdoing and to
2 prospectively condemn such retaliatory employment policies and/or practices.

3 124. A judicial determination also is necessary and appropriate so that Employer
4 Defendants may be aware of their obligations under the law to not retaliate against employees who
5 blow the whistle on what the employees reasonably believe is a violation of state or federal statute
6 or a violation of or noncompliance with a local, state, or federal rule or regulation. Such relief is
7 necessary because other employees of Employer Defendants will be irreparably harmed if the
8 above-described retaliation is allowed to continue.

9 125. Plaintiff is entitled to recover prevailing party reasonable attorney's fees pursuant to
10 Labor Code section 1102.5, subdivision (j), to redress, prevent, or deter retaliation.

11 **SEVENTH CAUSE OF ACTION**

12 **DEFAMATION PER SE**

13 **(By Plaintiff Against All Defendants)**

14 126. Plaintiff incorporates by reference and re-alleges the allegations contained in
15 paragraphs 1 through 125, inclusive, as though fully set forth herein.

16 127. Defendants and/or their agents or employees made intentionally false statements of
17 fact to other individuals, which tended to injure Plaintiff directly in his occupation, including but
18 not limited to such things as that Plaintiff was incompetent at his job, that Plaintiff supposedly had
19 physically threatened his coworkers, that Plaintiff supposedly had engaged in false hiring practices,
20 that Plaintiff would cause trouble if allowed access to the ViaSat area, and that Plaintiff had
21 engaged in misconduct at a company meeting.

22 128. Defendants and/or their agents or employees made false and libelous and/or
23 slanderous accusations, impugning Plaintiff's honesty, integrity, and competence in his occupation,
24 despite knowing the statements were false.

25 129. Such libelous and/or slanderous publications were republished multiple times over
26 by Defendants and/or their agents or employees.

27 130. When Defendants made the aforementioned statements, Defendants deliberately and
28 intentionally communicated false and damaging statements, knowing that such statements would

1 seriously injure Plaintiff's reputation and his ability to earn a living.

2 131. The defamatory statements were understood to be assertions of fact, not opinion.

3 132. Within one year of the date this lawsuit was filed, Plaintiff has been or will have
4 been forced to self-publish the false and defamatory reason(s) he was disciplined either to
5 prospective employers (who, as a matter of course, asked or will ask about Plaintiff's employment
6 with Employer Defendants), or within Employer Defendants themselves. At the time they were
7 made, it was reasonably foreseeable that the defamatory statements would be repeated to
8 prospective employers or internally within Employer Defendants.

9 133. Each of these false defamatory per se publications were negligently, recklessly, and
10 intentionally published in a manner equaling malice and abuse of any alleged conditional privilege
11 (which Plaintiff denies existed), since the publications, and each of them, were made with hatred,
12 ill will, and an intent to vex, harass, annoy, and injure Plaintiff to justify the illegal and cruel
13 actions of Defendants, and each of them, to cause further damage to Plaintiff's professional and
14 personal reputations, to cause Plaintiff to be disciplined, or to justify disciplining Plaintiff.

15 134. Defendants, and each of them, lacked reasonable ground for belief in the truth of the
16 defamatory statements and thereafter acted in reckless disregard of Plaintiff's rights.

17 135. The above complained-of publications by all Defendants, and each of them, were
18 made with hatred and ill will towards Plaintiff and with the design and intent to injure Plaintiff,
19 Plaintiff's good name, his reputation, his employment, and/or his employability. Defendants, and
20 each of them, published these statements, not with an intent to protect any interest intended to be
21 protected by any privilege, but with negligence, recklessness, and/or an intent to injure Plaintiff
22 and destroy his reputation. Therefore, no privilege existed to protect any of the Defendants from
23 liability for any of these publications or republications.

24 136. Plaintiff is informed, believes, and fears that these false and defamatory per se
25 statements will continue to be published by Defendants, and each of them, and will be foreseeably
26 republished by their recipients, all to the ongoing harm and injury to Plaintiff's professional and/or
27 personal reputation. Plaintiff also seeks redress in this action for all foreseeable republications,
28 including his own compelled self-publication of these defamatory statements.

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1 137. As a proximate result of Defendants' conduct, Plaintiff has suffered and continues
2 to suffer substantial losses in earnings and other employment and retirement benefits, all to his
3 damage, in an amount according to proof.

4 138. As a proximate result of Defendants' conduct, Plaintiff has suffered and continues
5 to suffer embarrassment, humiliation, and mental anguish, all to his damage, in an amount
6 according to proof.

7 139. The actions or inactions of these Defendants as alleged herein were carried out with
8 malice, willfulness and/or reckless indifference to Plaintiff's rights, with full knowledge of their
9 unlawfulness, and with the intent to deprive Plaintiff of rights guaranteed to him under the law.
10 Plaintiff is entitled to punitive damages for the purpose of deterring such unlawful, malicious,
11 oppressive and/or reckless conduct. Defendants' conduct described herein was engaged in by
12 officers, directors, and/or managing agents for Employer Defendants and/or ratified by officers,
13 directors, and/or managing agents.

14 **EIGHTH CAUSE OF ACTION**

15 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

16 **(By Plaintiff Against All Defendants)**

17 140. Plaintiff incorporates by reference and re-alleges the allegations contained in
18 paragraphs 1 through 139, inclusive, as though fully set forth herein.

19 141. Berina's acts alleged herein, including a physical assault on the workplace floor and
20 subsequent efforts to prevent Mr. Garriott from earning a living in direct retaliation for complaining
21 about the physical assault, were extreme and outrageous and done with the intent of causing Mr.
22 Garriott to suffer extreme emotional distress. Such conduct has indeed caused Mr. Garriott to suffer
23 severe mental anguish and emotional distress.

24 142. Mattera's acts alleged herein, including her ongoing campaign to retaliate against
25 Mr. Garriott and his wife despite numerous investigations proving her accusations against Plaintiff
26 and his wife to be false, and in the face of multiple direct instructions to leave Mr. Garriott alone in
27 particular, were extreme and outrageous and done with the intent of causing Plaintiff to suffer
28 extreme emotional distress. Such conduct indeed caused Plaintiff to suffer severe mental anguish

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1 and emotional distress.

2 143. Hoffstatter's acts alleged herein, including an ongoing campaign of harassing
3 complaints, false CI investigations, and harassing conduct by Hoffstatter's subordinates, were
4 extreme and outrageous and done with the intent of causing Plaintiff to suffer extreme emotional
5 distress. Such conduct has indeed caused Plaintiff to suffer severe mental anguish and emotional
6 distress.

7 144. As a direct and proximate result of the actions of Berina, Mattera, Hoffstatter, and
8 other employees of Employer Defendants, Plaintiff has suffered and will continue to suffer extreme
9 and severe mental anguish and emotional distress, in an amount to be proven at trial.

10 145. The actions or inactions of these Defendants as alleged herein were carried out with
11 malice, willfulness and/or reckless indifference to Plaintiff's rights, with full knowledge of their
12 unlawfulness, and with the intent to deprive Plaintiff of rights guaranteed to him under the law.
13 Plaintiff is entitled to punitive damages for the purpose of deterring such unlawful, malicious,
14 oppressive and/or reckless conduct. Defendants' conduct described herein was engaged in by
15 officers, directors, and/or managing agents for Employer Defendants and/or ratified by officers,
16 directors, and/or managing agents.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment as follows:

- 19 1. For an award of general damages in an amount to be proven at trial;
20 2. For an award of special damages in an amount to be proven at trial, including past and
21 future lost income and benefits and interest thereon;
22 3. For an award of punitive damages in an amount appropriate to punish Defendants and to
23 make an example of Defendants to the community;
24 4. For pre-judgment interest at the prevailing legal rate;
25 5. For declaratory and injunctive relief, including but not limited to an order requiring
26 Defendants to immediately comply with all local, State, and federal laws, rules, and/or
27 regulations regarding retaliation against employees for engaging in protected whistleblowing
28 activities;

- 1 6. For reasonable attorney's fees and costs; and
2 7. For such other and further relief as this Court deems just and proper.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiff hereby requests a jury trial on the claims so triable.

5 Dated: April 30, 2024

SANSANOWICZ LAW GROUP, P.C.
M LAW ATTORNEYS, APC



7 By

Leonard H. Sansanowicz, Esq.
Narak Mirzae, Esq.
Attorneys for Plaintiff Craig M Garriott

SANSANOWICZ LAW GROUP, P.C.
Attorneys at Law

EXHIBIT A

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is made and entered into as of October 5, 2023 ("Effective Date"), by and between Craig Garriott and Kathy Garriott (collectively, "Plaintiffs") and The Boeing Company ("Boeing"), Millennium Space Systems, Inc., Jennifer Burina, Nina Matera, and Calinda Starr (collectively, "Defendants").

WHEREAS, a dispute has arisen between Plaintiffs and Defendants;

WHEREAS, Plaintiffs forwarded correspondence to Defendant Boeing about the dispute, including draft complaints to be filed by Craig Garriott and Kathy Garriott should the parties not agree to resolve their disputes informally, and Boeing received such correspondence on April 14, 2023;

WHEREAS, Plaintiffs and Defendants have been involved in discussions and negotiations to potentially resolve the dispute without the necessity and expense of litigation;

WHEREAS, the discussions between Plaintiffs and Defendants will not be concluded before the expiration of the statute of limitations of at least some of Plaintiffs' rights;

WHEREAS, the Parties have now agreed to private mediation, which will take place on November 16, 2023, or a date shortly thereafter (pending the mediator's availability);

WHEREAS, the Parties wish to allow sufficient time for the mediation and any post-mediation discussions and/or negotiations to take place before Plaintiffs file their civil actions;

WHEREAS, by entering into this Agreement, Defendants do not intend to resurrect any claims that are time-barred prior to the Effective Date of this Agreement.

THEREFORE, Plaintiffs and Defendant agree by and through their counsel to toll any applicable statute of limitations from the Effective Date of this Agreement until sixty (60) days after the mediation (the "Tolling Period"), to allow the Parties to continue discussions and negotiations and possibly resolve the dispute before Plaintiffs file civil lawsuits. The terms and conditions of the Agreement are as follows:

1. Scope of Agreement/No Admission of Liability. This Agreement operates to toll any and all statutes of limitations and time constraints imposed by law on Plaintiffs' claims during the Tolling Period. This Agreement shall not be construed as an admission of liability or be offered in evidence in any proceeding other than to prove that any applicable statute of limitations were tolled during the Tolling Period.

2. Tolling Period. This Agreement shall be in effect from the "Effective Date" through and including the sixtieth (60th) day after mediation (the "Tolling Period"), all applicable statutes of limitations that were viable as of the commencement of the Tolling Period shall be tolled and suspended.

3. Waiver During Tolling Period. Defendants hereby waive any applicable statute of limitations defenses that would otherwise arise during the Tolling Period. Defendants do not waive any statute of limitations defense, or any other claims or defenses available prior to the Tolling Period or after the Tolling Period expires.

4. Action Initiated During Tolling Period. During the Tolling Period, Plaintiffs may file complaints or initiate any other legal proceeding against Defendants relating to Plaintiffs' employment.

5. Termination Before Expiration Date. Defendants may terminate this Agreement at any time by providing a notice of intent to terminate in writing, sent via email and via overnight delivery service to Plaintiffs' counsel. The termination date shall be 30 days from the date of the notice of intent.

6. Substantive Law. This Agreement shall be interpreted in accordance with the substantive law of the State of California, without application of choice of law rules.

7. Copies of Tolling Agreement Valid. This Agreement may be executed in one or more original or counterparts. A signed document transmitted via facsimile or email shall be valid.

Dated: October 9, 2023

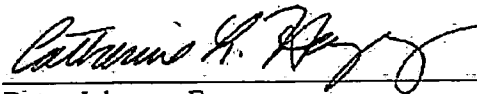
SANSANOWICZ LAW GROUP, P.C.
M LAW ATTORNEYS, APC



Leonard H. Sansanowicz, Esq.
Narak Mirzaie, Esq.
Attorneys for Plaintiffs Craig and Kathy Garriott

Dated: October 9, 2023

OGLETREE DEAKINS



Betsy Johnson, Esq.
Catherine L. Hazany, Esq.
Tara Mohseni, Esq.
Attorneys for Defendants The Boeing Company,
Millennium Space Systems, Inc., Jennifer Burina,
Nina Matera, and Calinda Starr

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Leonard H. Sansanowicz, Esq. SBN: 255729 SANSANOWICZ LAW GROUP, P.C. 21031 Ventura Boulevard, Suite 701, Woodland Hills, CA 91364 TELEPHONE NO.: (818) 639-8510 FAX NO.: (818) 639-8511 EMAIL ADDRESS: leonard@law-slg.com ATTORNEY FOR (Name): PLAINTIFF CRAIG M GARRIOTT		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 4/11/2024 8:56 AM David W. Slayton, Executive Officer/Clerk of Court, By S. Bolden, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles CA 90012 BRANCH NAME: Stanley Mosk		
CASE NAME: Craig Garriott v. The Boeing Company et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 24STCV09031 JUDGE: Bruce G. Iwasaki DEPT: 58

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Eight (8)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
Date: April 10, 2024
Leonard H. Sansanowicz, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE	
<ul style="list-style-type: none">Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.File this cover sheet in addition to any cover sheet required by local court rule.If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.	
Page 1 of 2	

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller
Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open-book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE Craig M. Garriott v. The Boeing Company et al.	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)	
1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE Craig M. Garriott v. The Boeing Company et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE Craig M. Garriott v. The Boeing Company et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE Craig M. Garriott v. The Boeing Company et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

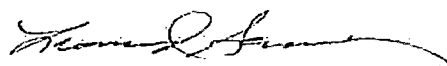
SHORT TITLE Craig M. Garriott v. The Boeing Company et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 1950 E. Imperial Highway
CITY: El Segundo	STATE: CA	ZIP CODE: 90245	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: April 10, 2024



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 04/11/2024
PLAINTIFF: Craig M Garriott		David W. Slayton, Executive Officer / Clerk of Court
DEFENDANT: The Boeing Company, et al.		By: <u>R. Lee</u> Deputy
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 24STCV09031

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date: 09/26/2024	Time: 8:30 AM	Dept.: 58
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NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 04/11/2024



B. G. Iwasaki
Judicial Officer

CERTIFICATE OF SERVICE Bruce G. Iwasaki / Judge

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☒ by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Leonard H. Sansanowicz
21031 Ventura Boulevard Suite 701
Woodland Hills, CA 91364

David W. Slayton, Executive Officer / Clerk of Court

Dated: 04/11/2024

By R. Lee
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 04/11/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u>R. Lee</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
PLAINTIFF/PETITIONER: Craig M Garriott		
DEFENDANT/RESPONDENT: The Boeing Company, et al.		
CERTIFICATE OF MAILING		CASE NUMBER: 24STCV09031

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Order to Show Cause Failure to File Proof of Service upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Leonard H. Sansanowicz
21031 Ventura Boulevard Suite 701 ✓
Woodland Hills, CA 91364

Narak Mirzaie
M Law Attorneys, APC
P.O. Box 60091
Pasadena, CA 91102

Dated: 04/11/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lee
Deputy Clerk

CERTIFICATE OF MAILING

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 04/10/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u>Y. Tarasyuk</u> Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: 24STCV09031

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Bruce G. Iwasaki	58					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**
 on 04/10/2024 By Y. Tarasyuk, Deputy Clerk
 (Date)

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit

<https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/Ci0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/Ci0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 04/11/2024 David W. Sayon, Executive Officer / Clerk of Court By: <u>R. Lee</u> Deputy
PLAINTIFF(S): Craig M Garriott		
DEFENDANT(S): The Boeing Company, et al.		
ORDER TO SHOW CAUSE HEARING		CASE NUMBER: 24STCV09031

To the party / attorney of record:

You are ordered to appear for an Order to Show Cause Hearing on 09/26/2024 at 8:30 AM in department 58 of this court, Stanley Mosk Courthouse, and show cause why sanctions should not be imposed for:

☒ Failure to file proof of service.

Failure to comply or appear may result in sanctions pursuant to one or more of the following: California Rules of Court, rule 2.30 and rule 3.1340; Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.310, 583.360, 583.410, 583.420, 583.430; and Government Code section 68608.

☒ To avoid a mandatory appearance all required documents must be filed at least 5 days prior to the date of the hearing.

Dated: 04/11/2024



A handwritten signature in black ink, appearing to read "Bruce G. Iwasaki".

Bruce G. Iwasaki / Judge
Judicial Officer

ORDER TO SHOW CAUSE HEARING

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 04/11/2024 David W. Sanson, Executive Officer / Clerk of Court By: R. Lee Deputy
PLAINTIFF/PETITIONER: Craig M Garriott		
DEFENDANT/RESPONDENT: The Boeing Company, et al.		
CERTIFICATE OF MAILING		CASE NUMBER: 24STCV09031

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Leonard H. Sansanowicz
21031 Ventura Boulevard Suite 701
Woodland Hills, CA 91364

Narak Mirzale
M Law Attorneys, APC
P.O. Box 60091
Pasadena, CA 91102

David W. Slayton, Executive Officer / Clerk of Court

Dated: 04/11/2024

By: R. Lee
Deputy Clerk

CERTIFICATE OF MAILING

POS-015

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Leonard H. Sansanowicz, Esq. SBN: 255729 SANSANOWICZ LAW GROUP, P.C 21031 Ventura Boulevard, Suite 701 Woodland Hills, CA 91364 TELEPHONE NO.: (818) 639-8510 FAX NO. (Optional): (818) 639-8511 E-MAIL ADDRESS (Optional): leonard@law-slg.com ATTORNEY FOR (Name): PLAINTIFF CRAIG M GARRIOTT</p>	<p>FOR COURT USE ONLY</p>	
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles CA 90012 BRANCH NAME: Stanley Mosk Courthouse</p>		
<p>PLAINTIFF/PETITIONER: Craig M. Garriott DEFENDANT/RESPONDENT: The Boeing Company</p>		
<p>NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL</p>		<p>CASE NUMBER: 24STCV09031</p>

TO (insert name of party being served): NINA MATTERA, an individual


NOTICE

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Date of mailing: May 9, 2024

Leonard H. Sansanowicz, Esq.
 (TYPE OR PRINT NAME)


 (SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

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(To be completed by recipient):

Date this form is signed:

 (TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY, ON WHOSE BEHALF THIS FORM IS SIGNED)


 (SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

POS-015

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<p>NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL</p>	<p>CASE NUMBER: 24STCV09031</p>

TO (insert name of party being served): JENNIFER BERINA-BUELNA, an individual

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(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

EXHIBIT 2

From: cscmattermanagement@cscglobal.com
Sent: Wednesday, May 8, 2024 10:40 AM
To: Mintzlaff (US), Richell L; Wakiya (US), Emi; Hirokawa (US), Janel A; Krubski (US), Barbara; Peles-Gray (US), Tal; Hazany, Catherine (Catie) L; Castaneda, Margaret C.
Subject: [EXTERNAL] New Service of Process - Summons and Amended Complaint - Transmittal: 29067761

EXT email: be mindful of links/attachments.

New Service of Process Added to Matter Notification

*This message is an alert only. Please do not reply to this message.
The following new Document(s) have been added to the following matter.*

Alert Date: 05/08/2024

Assigned Document(s):

Document ID: [41716095](#) (View/Share the Document)
Document Title : Summons and Amended Complaint
Answer Date : 30
Entity as Established : The Boeing Company
Date Served : 05/07/2024
CSC Doc type : Summons and Amended Complaint
Court : Los Angeles County Superior Court
State Served : California
Document is Time Sensitive :
Document is Service Of Process :Yes

Matter Information:

14014928

Matter ID: [14014928](#) (Go to Matter Detail Folders)

Matter Id :
Matter Full Name : Craig Garriott v. The Boeing Company
Jurisdiction :
Court : Los Angeles County Superior Court
Cause # :
Nature of Case :
Matter Users:
Richell Mintzlaff MC5003-1001 richell.l.mintzlaff@boeing.com
Tal T. Peles-Gray tal.peles-gray@boeing.com
Barbara Krubski barbara.krubski@boeing.com
Emi Wakiya emi.wakiya@boeing.com
Janel Hirokawa janel.a.hirokawa@boeing.com
Catherine Hazany catherine.hazany@ogletree.com
Margaret Castaneda margaret.castaneda@ogletree.com

Please visit www.cscglobal.com for more information on CSC's Litigation and Matter Management services.

251 Little Falls Drive | Wilmington, DE 19808
(800) 490-9035 | MMSupport@cscglobal.com

EXHIBIT 3

POS-015

<small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</small> Leonard H. Sansanowicz, Esq. SBN: 255729 SANSANOWICZ LAW GROUP, P.C. 21031 Ventura Boulevard, Suite 701 Woodland Hills, CA 91364 TELEPHONE NO.: (818) 639-8510 FAX NO. (Optional): (818) 639-8511 E-MAIL ADDRESS (Optional): leonard@law-slg.com ATTORNEY FOR (Name): PLAINTIFF CRAIG M GARRIOTT		<small>FOR COURT USE ONLY</small>
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PLAINTIFF/PETITIONER: Craig M. Garriott DEFENDANT/RESPONDENT: The Boeing Company		
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL		CASE NUMBER: 24STCV09031

TO (insert name of party being served): NINA MATTERA, an individual

NOTICE

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Date of mailing: May 9, 2024

Leonard H. Sansanowicz, Esq.
(TYPE OR PRINT NAME)


(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

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(To be completed by recipient):

Date this form is signed: May 20, 2024

Catherine L. Hazany
(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
ON WHOSE BEHALF THIS FORM IS SIGNED)
Attorneys for Defendant Nina Mattera


(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

PROOF OF SERVICE

Craig M Garriott v. The Boeing Company, et al.
Case No. 24STCV09031

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Los Angeles in the office of a member of the bar of this court at whose direction the service was made. My business address is 19191 S. Vermont Avenue, Suite 950, Torrance, CA 90502.

On **May 20, 2024**, I served the following document(s):

**DEFENDANT NINA MATTERA'S ACKNOWLEDGMENT OF
RECEIPT OF SUMMONS AND COMPLAINT**

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list.

☐ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **BY OVERNIGHT DELIVERY:** I placed the sealed envelope(s) or package(s) designated by the express service carrier for collection and overnight delivery by following the ordinary business practices of Ogletree, Deakins, Nash, Smoak & Stewart P.C., Torrance, California. I am readily familiar with Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing of correspondence for overnight delivery, said practice being that, in the ordinary course of business, correspondence for overnight delivery is deposited with delivery fees paid or provided for at the carrier's express service offices for next-day delivery.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **May 20, 2024**, at Torrance, California.



CAROLINA MARTIS

SERVICE LIST

Leonard H. Sansanowicz, Esq. Attorneys for Plaintiff
SANSANOWICZ LAW GROUP, P.C. CRAIG M GARRIOTT
21031 Ventura Blvd., Suite 701
Woodland Hills, CA 91364
Tel: (818) 639-8510
Fax: (818) 639-8511
Email: leonard@law-slg.com

Narak Mirzaie, Esq. Attorneys for Plaintiff
M LAW ATTORNEYS, APC CRAIG M GARRIOTT
P.O. BOX 60091
Pasadena, CA 91102
Tel: (626) 626-4422
Fax: (626) 626-4420
Email: nm@mlawattorneys.com

<small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</small> Leonard H. Sansanowicz, Esq. SBN: 255729 SANSANOWICZ LAW GROUP, P.C. 21031 Ventura Boulevard, Suite 701 Woodland Hills, CA 91364 TELEPHONE NO.: (818) 639-8510 FAX NO. (Optional): (818) 639-8511 E-MAIL ADDRESS (Optional): leonard@law-slg.com ATTORNEY FOR (Name): PLAINTIFF CRAIG M GARRIOTT		<small>FOR COURT USE ONLY</small>
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NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL		CASE NUMBER: 24STCV09031

TO (insert name of party being served): JENNIFER BERINA-BUELNA, an individual

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Leonard H. Sansanowicz, Esq.
(TYPE OR PRINT NAME)


(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

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Catherine L. Hazany
(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
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Attorneys for Defendant Jennifer Berina-Buelna


(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
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Craig M Garriott v. The Boeing Company, et al.
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CAROLINA MARTIS

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Narak Mirzaie, Esq. Attorneys for Plaintiff
M LAW ATTORNEYS, APC CRAIG M GARRIOT
P.O. BOX 60091
Pasadena, CA 91102
Tel: (626) 626-4422
Fax: (626) 626-4420
Email: nm@mlawattorneys.com

EXHIBIT 4

1 Catherine L. Hazany, CA Bar No. 229095
catherine.hazany@ogletree.com
2 Margaret C. Castaneda, CA Bar No. 311670
margaret.castaneda@ogletree.com
3 **OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**
4 19191 S. Vermont Avenue, Suite 950
Torrance, CA 90502
5 Telephone: 310-217-8191
Facsimile: 310-217-8184
6

7 Attorneys for Defendants THE BOEING
COMPANY, MILLENNIUM SPACE
8 SYSTEMS, INC, JENNIFER BERINA-
BUELNA and NINA MATTERA

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**
11

12 CRAIG M GARRIOTT, an individual,

13 Plaintiff,

14 vs.

15 THE BOEING COMPANY, a Delaware
corporation, MILLENNIUM SPACE
16 SYSTEMS, INC., a Delaware corporation,
JENNIFER BERINA-BUELNA, an individual,
17 NINA MATTERA, an individual, and DOES 1
to 100, inclusive,

18 Defendants.
19
20
21

Case No. 24STCV09031

[Assigned for all purposes to The Honorable
Bruce G. Iwasaki, Dept. 58]

**DEFENDANTS THE BOEING COMPANY,
MILLENNIUM SPACE SYSTEMS, INC.,
JENNIFER BERINA-BUELNA, AND NINA
MATTERA'S ANSWER TO PLAINTIFF
CRAIG M. GARRIOTT'S FIRST
AMENDED COMPLAINT**

Action Filed: April 10, 2024
Trial Date: Not Set

**TO THE COURT, PLAINTIFF CRAIG GARRIOTT, AND HER ATTORNEYS OF
RECORD:**

Defendants The Boeing Company (Boeing), Millennium Space Systems, Inc. (MSS), Jennifer Berina-Buelna, and Nina Mattera (collectively, “Defendants”) hereby answer the First Amended Complaint (“FAC”) filed by Craig Garriott (“Plaintiff”) as follows:

GENERAL DENIAL

Pursuant to the provisions of section 431.30 of the California Code of Civil Procedure, Defendants deny, generally and specifically, each and every allegation contained in the Complaint, and further deny that Plaintiff has sustained damages in the sum or manner alleged, or in any other sum or manner whatsoever, and deny that Plaintiff is entitled to damages or to any other relief whatsoever by reason of any alleged acts and/or omissions of Defendants or any of Defendants’ current or former employees or agents.

Defendants also give notice that they intend to rely upon such other and further affirmative defenses as may become available during investigation and discovery in this action. Defendants reserve the right to amend this Answer to assert any such defenses, based on such investigation and discovery.

AFFIRMATIVE DEFENSES

Without waiving any of the foregoing answers and defenses, Defendants assert the following affirmative defenses to Plaintiff’s FAC.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Cause of Action)

As a separate and affirmative defense to Plaintiff’s FAC and to each cause of action alleged therein, Defendants allege that the FAC fails to state facts sufficient to constitute a cause of action upon which relief can be granted against Defendants or any of them.

SECOND AFFIRMATIVE DEFENSE

(Statute of Limitations)

As a separate and affirmative defense to Plaintiff’s FAC and to each cause of action alleged therein, Defendants allege that the claims brought by Plaintiff are barred, in whole or in part, by

1 one or more of the applicable statutes of limitations, including, without limitation, California Code
2 of Civil Procedure sections 337, 338, 339, and 340, and California Labor Code section 203.
3 Plaintiff failed to assert the claims within his FAC within the time limits prescribed by law and/or
4 as required by the collective bargaining agreement between Plaintiff and Boeing/MSS.

5 **THIRD AFFIRMATIVE DEFENSE**

6 **(Preemption)**

7 Defendants allege that the Complaint is barred because it is preempted by Section 301 of the
8 Labor Management Relations Act, 29 U.S.C. §185(a), and requires interpretation of a collective
9 bargaining agreement between the Union and Defendants.

10 **FOURTH AFFIRMATIVE DEFENSE**

11 **(Estoppel)**

12 As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged
13 therein, Defendants allege that the claims brought by Plaintiff are barred, in whole or in part, by the
14 doctrine of estoppel, including, but not limited to, because Plaintiff through his actions and
15 representations, led Defendants to believe that they were and are in full compliance with all
16 obligations to their employees.

17 **FIFTH AFFIRMATIVE DEFENSE**

18 **(All Obligations Performed)**

19 As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged
20 therein, Defendants allege that the FAC is barred, in whole or in part, because Defendants Boeing
21 and MSS have fully and/or substantially performed any and all obligations it may have had to
22 Plaintiff.

23 **SIXTH AFFIRMATIVE DEFENSE**

24 **(Management Rights)**

25 As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged
26 therein, Defendants allege that the Plaintiff's claims are barred, in whole or in part, the grounds that
27 the Defendants acted consistent with management rights clause(s) in the collective bargaining
28 agreement between the Plaintiff and Defendants Boeing and MSS.

SEVENTH AFFIRMATIVE DEFENSE

(Laches)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that the claims brought by Plaintiff are barred, in whole or in part, by the doctrine of laches, including, but not limited to, because Plaintiff unreasonably delayed bringing the claims alleged in Plaintiff's Complaint.

EIGHTH AFFIRMATIVE DEFENSE

(Improper Jurisdiction)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that the FAC is barred, in whole or in part, because jurisdiction in this Court is improper. The FAC must be adjudicated in the appropriate federal court.

NINTH AFFIRMATIVE DEFENSE

(Lack of Subject Matter Jurisdiction)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege Plaintiff's claims fail to the extent they lack subject matter jurisdiction.

TENTH AFFIRMATIVE DEFENSE

(Res Judicata and Collateral Estoppel)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that the FAC, each purported cause of action alleged therein, and the elements of relief sought therein are barred, in whole or in part, by res judicata and/or collateral estoppel, including, but not limited to, due to proceedings/ grievances/investigations that Plaintiff was involved in before other tribunals, state agencies, or venues.

ELEVENTH AFFIRMATIVE DEFENSE

(Same Claims)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that Plaintiff is barred to the extent that the same or similar claims are governed by orders, awards, or judgments issued in any other judicial, administrative, or arbitral forum.

TWELFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that the claims brought by Plaintiff are barred, in whole or in part, by the unclean hands and/or inequitable or wrongful conduct of Plaintiff including, but not limited to, because Plaintiff failed to comply with Defendants' policies and practices.

THIRTEENTH AFFIRMATIVE DEFENSE

(Waiver)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that the claims brought by Plaintiff are barred, in whole or in part, because such claims have been waived, discharged, and/or abandoned, including, but not limited to, because Plaintiff acted in such a manner as to evince an intent to relinquish any claims.

FOURTEENTH AFFIRMATIVE DEFENSE

(Waiver & Release)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that the claims brought by Plaintiff are barred, in whole or in part, to the extent that Plaintiff has released and/or waived some or all of his claims against Defendants

FIFTEENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that Plaintiff failed to exercise due diligence in an effort to mitigate any damages allegedly incurred, including, but not limited to, by timely notifying Defendants regarding any adverse employment action.

SIXTEENTH AFFIRMATIVE DEFENSE

(Setoff, Offset, and/or Recoupment)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege, based on information and belief, that if Plaintiff is entitled to any damages (which Defendants specifically deny), Defendants are entitled under the equitable

1 doctrine of setoff and recoupment to offset all extra payments or overpayments and/or all
2 obligations of Plaintiff to Defendants against any judgment that may be entered against
3 Defendants.

4 **SEVENTEENTH AFFIRMATIVE DEFENSE**

5 ***(De Minimis)***

6 As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged
7 therein, Defendants allege that, to the extent that Plaintiff was harmed in any way (which
8 Defendants specifically deny), the damages of Plaintiff are *de minimis* and, thus, not legally
9 cognizable or not capable of determination.

10 **EIGHTEENTH AFFIRMATIVE DEFENSE**

11 ***(Avoidable Consequences)***

12 As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged
13 therein, Defendants allege that the claims brought by Plaintiff are barred, in whole or in part, under
14 California law by the doctrine of avoidable consequences on the grounds that Plaintiff
15 unreasonably failed to make use of Defendants' practices or procedures by failing to timely and
16 properly report any purportedly unlawful acts and/or omissions alleged in the FAC.

17 **NINETEENTH AFFIRMATIVE DEFENSE**

18 ***(Failure to Exhaust Administrative Remedies)***

19 As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged
20 therein, Defendants allege that Plaintiff's claims against Defendants are barred, in whole or in part,
21 to the extent Plaintiff failed to exhaust all administrative remedies, including but not limited to by
22 failing to comply with California Labor Code section 2698 et seq.

23 **TWENTIETH AFFIRMATIVE DEFENSE**

24 ***(Consent)***

25 As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged
26 therein, Defendants allege that Plaintiff consented and agreed to the conduct about which he now
27 complains, including, but not limited to, by reviewing and signing his acknowledgment to all of
28

Defendants' workplace policies, including without limitation, the collective bargaining agreement between the parties and to any alleged altercations with Defendants Mattera and/or Berina-Buelna.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Collective Bargaining Agreement(s))

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that Plaintiff's employment relationship with Boeing and/or MSS is and at all times was governed by one or more collective bargaining agreements. Therefore, Defendants are subject to specific defenses and exemptions based on these collectively-bargained contracts.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Civil Code Section 47(c))

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that all communications by Defendants are privileged and subject to the common-interest privilege of Civil Code Section 47(c).

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Truth)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that all communications by Defendants were true.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Mixed Motive)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that in the event Plaintiff proves any wrongful acts by Defendants, all of which Defendants deny, the adverse employment actions about which Plaintiff complains would have been the same even if the alleged wrongful motive played no role. (Harris v. City of Santa Monica (2013) 56 Cal.4th 203, 241.)

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Same Decision-Labor Code Section 1102.6)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that Plaintiff is not entitled to any damages because the same decision(s)

would have been made for non-retaliatory reasons. (*Ververka v. Department of Veterans Affairs*, CA1/1 A163571, filed 5/6/24, pub. 5/22/24.)

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(After-Acquired Evidence)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that Plaintiff's claims and damages, if any, are barred, in whole or in part, by the doctrine of after-acquired evidence.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Comparative Fault)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that any recovery on Plaintiff's FAC, or any cause of action alleged therein, is barred in whole or in part by Plaintiff's comparative fault.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Apportionment)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that the liability of Defendants and all responsible parties named or unnamed, if any, for any injury, damage, or loss sustained by Plaintiff should be apportioned according to their respective degree of fault, and the liability, if any, of Defendants should be reduced accordingly.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Conduct of Other Parties)

As a separate and affirmative defense to Plaintiff's FAC and to each cause of action alleged therein, Defendants allege that Defendants are informed and believe, and thereon allege, that any damages allegedly incurred by Plaintiff as a result of Defendants' acts, errors, representations or omissions were caused or contributed to in whole or in part by the acts, errors, representations and/or omissions of persons other than Defendants, and Plaintiff's recovery, if any, should be exclusively against such others and not against Defendants.

RESERVATION OF RIGHTS

Defendants reserves the right to assert any additional defenses and matters in avoidance that may be disclosed during the course of additional investigation and discovery, when and if the same have been ascertained.

PRAYER

WHEREFORE, Defendants pray for judgment as follows:

1. That Plaintiff's Complaint be dismissed with prejudice and in its entirety;
2. That Plaintiff takes nothing by this action;
3. That judgment be entered against Plaintiff and in favor of Defendants on all causes of action asserted in the Complaint;
4. That Defendants be awarded all costs and attorneys' fees incurred in defending this action; and
5. That Defendants be granted such other and further relief as the Court may deem just and proper.

DATED: June 4, 2024

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: 

Catherine L. Hazany
Margaret C. Castaneda

Attorneys for Defendants THE BOEING
COMPANY, MILLENNIUM SPACE
SYSTEMS, INC, JENNIFER BERINA-
BUELNA and NINA MATTERA

PROOF OF SERVICE

Craig M Garriott v. The Boeing Company, et al.
Case No. 24STCV09031

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Los Angeles in the office of a member of the bar of this court at whose direction the service was made. My business address is 19191 S. Vermont Avenue, Suite 950, Torrance, CA 90502.

On **June 4, 2024**, I served the following document(s):

**DEFENDANTS THE BOEING COMPANY, MILLENNIUM SPACE SYSTEMS, INC.,
JENNIFER BERINA-BUELNA, AND NINA MATTERA ANSWER TO PLAINTIFF
CRAIG M. GARRIOTT'S FIRST AMENDED COMPLAINT**

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list.

☐ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **BY OVERNIGHT DELIVERY:** I placed the sealed envelope(s) or package(s) designated by the express service carrier for collection and overnight delivery by following the ordinary business practices of Ogletree, Deakins, Nash, Smoak & Stewart P.C., Torrance, California. I am readily familiar with Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing of correspondence for overnight delivery, said practice being that, in the ordinary course of business, correspondence for overnight delivery is deposited with delivery fees paid or provided for at the carrier's express service offices for next-day delivery.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **June 4, 2024**, at Torrance, California.



CAROLINA MARTIS

SERVICE LIST

Leonard H. Sansanowicz, Esq. Attorneys for Plaintiff
SANSANOWICZ LAW GROUP, P.C. CRAIG M GARRIOTT
21031 Ventura Blvd., Suite 701
Woodland Hills, CA 91364
Tel: (818) 639-8510
Fax: (818) 639-8511
Email: leonard@law-slg.com

Narak Mirzaie, Esq. Attorneys for Plaintiff
M LAW ATTORNEYS, APC CRAIG M GARRIOT
P.O. BOX 60091
Pasadena, CA 91102
Tel: (626) 626-4422
Fax: (626) 626-4420
Email: nm@mlawattorneys.com

EXHIBIT 5

PLAINTIFF/PETITIONER: Craig M. Garriott	CASE NUMBER: 24STCV09031
DEFENDANT/RESPONDENT: The Boeing Company, et al.	

2. (continued)

- e. Case type: ☐ limited civil ☐ unlimited civil ☐ probate ☐ family law ☐ other (specify):
- f. Filing date:
- g. Has this case been designated or determined as "complex?" ☐ Yes ☐ No
- h. Relationship of this case to the case referenced above (check all that apply):
- ☐ involves the same parties and is based on the same or similar claims.
- ☐ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
- ☐ involves claims against, title to, possession of, or damages to the same property.
- ☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
- ☐ Additional explanation is attached in attachment 2h
- i. Status of case:
- ☐ pending
- ☐ dismissed ☐ with ☐ without prejudice
- ☐ disposed of by judgment

3. a. Title:

b. Case number:

- c. Court: ☐ same as above
☐ other state or federal court (name and address):

d. Department:

e. Case type: ☐ limited civil ☐ unlimited civil ☐ probate ☐ family law ☐ other (specify):

f. Filing date:

g. Has this case been designated or determined as "complex?" ☐ Yes ☐ No

h. Relationship of this case to the case referenced above (check all that apply):

- ☐ involves the same parties and is based on the same or similar claims.
- ☐ arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
- ☐ involves claims against, title to, possession of, or damages to the same property.
- ☐ is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
- ☐ Additional explanation is attached in attachment 3h

i. Status of case:

- ☐ pending
- ☐ dismissed ☐ with ☐ without prejudice
- ☐ disposed of by judgment

4. ☐ Additional related cases are described in Attachment 4. Number of pages attached: _____

Date: June 4, 2024

Catherine L. Hazany

(TYPE OR PRINT NAME OF PARTY OR ATTORNEY)



(SIGNATURE OF PARTY OR ATTORNEY)

PLAINTIFF/PETITIONER: Craig M. Garriott	CASE NUMBER: 24STCV09031
DEFENDANT/RESPONDENT: The Boeing Company, et al.	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF RELATED CASE**

(NOTE: You cannot serve the Notice of Related Case if you are a party in the action. The person who served the notice must complete this proof of service. The notice must be served on all known parties in each related action or proceeding.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
2. I served a copy of the *Notice of Related Case* by enclosing it in a sealed envelope with first-class postage fully prepaid and (*check one*):
 - a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
3. The *Notice of Related Case* was mailed:
 - a. on (*date*):
 - b. from (*city and state*):
4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

PROOF OF SERVICE

Craig M Garriott v. The Boeing Company, et al.
Case No. 24STCV09031

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Los Angeles in the office of a member of the bar of this court at whose direction the service was made. My business address is 19191 S. Vermont Avenue, Suite 950, Torrance, CA 90502.

On **June 4, 2024**, I served the following document(s):

NOTICE OF RELATED CASE

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list.

☐ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **BY OVERNIGHT DELIVERY:** I placed the sealed envelope(s) or package(s) designated by the express service carrier for collection and overnight delivery by following the ordinary business practices of Ogletree, Deakins, Nash, Smoak & Stewart P.C., Torrance, California. I am readily familiar with Ogletree, Deakins, Nash, Smoak & Stewart P.C.'s practice for collecting and processing of correspondence for overnight delivery, said practice being that, in the ordinary course of business, correspondence for overnight delivery is deposited with delivery fees paid or provided for at the carrier's express service offices for next-day delivery.

☐ **BY MESSENGER SERVICE:** (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not less than 18 years of age between the hours of eight in the morning and six in the evening.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(State)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **June 4, 2024**, at Torrance, California.



CAROLINA MARTIS

SERVICE LIST

Leonard H. Sansanowicz, Esq. Attorneys for Plaintiff
SANSANOWICZ LAW GROUP, P.C. CRAIG M GARRIOTT
21031 Ventura Blvd., Suite 701
Woodland Hills, CA 91364
Tel: (818) 639-8510
Fax: (818) 639-8511
Email: leonard@law-slg.com

Narak Mirzaie, Esq. Attorneys for Plaintiff
M LAW ATTORNEYS, APC CRAIG M GARRIOT
P.O. BOX 60091
Pasadena, CA 91102
Tel: (626) 626-4422
Fax: (626) 626-4420
Email: nm@mlawattorneys.com

EXHIBIT 6

Leonard H. Sansanowicz, Esq. (SBN 255729)
SANSANOWICZ LAW GROUP, P.C.
21031 Ventura Boulevard, Suite 701
Woodland Hills, CA 91364
Tel: (818) 639-8510
Facsimile: (818) 639-8511
leonard@law-slg.com

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David W. Slayton,
Executive Officer/Clerk of Court,
By R. Perez, Deputy Clerk

Narak Mirzaie, Esq. (SBN 311508)
M LAW ATTORNEYS, APC
P.O. Box 60091
Pasadena, CA 91102
Tel: (626)626-4422
Fax: (626)626-4420
nm@mlawattorneys.com

Attorneys for PLAINTIFF KATHY MOONITZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

24STCV09122

KATHY MOONITZ, an individual,

Plaintiff,

vs.

THE BOEING COMPANY, a Delaware
corporation, NINA MATTERA, an
individual, and DOES 1 to 100, inclusive,

Defendants.

UNLIMITED JURISDICTION

**PLAINTIFF'S COMPLAINT FOR
DAMAGES FOR:**

- 1. WHISTLEBLOWER RETALIATION IN
VIOLATION OF LABOR CODE §
1102.5(h);**
- 2. INJUNCTIVE RELIEF/DECLARATORY
JUDGMENT; AND**
- 3. DEFAMATION PER SE.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff Kathy Moonitz (Plaintiff or “Ms. Moonitz”) for causes of action against The Boeing Company (“Boeing”), DOES 1 to 100 inclusive (collectively with Boeing, “Employer Defendants”), and Nina Mattera (“Mattera”) (collectively with Employer Defendants, “Defendants”), alleging as follows:

NATURE OF THE ACTION

1. This is a complaint brought under the California Labor Code as well as common law principles, for whistleblower retaliation and defamation per se. Plaintiff seeks compensatory, general, and punitive damages, injunctive and declaratory relief, attorney’s fees, and costs of suit from Defendants.

2. Plaintiff¹ and Defendants executed a tolling agreement effective October 5, 2023, mutually agreeing to toll all statutes of limitations that were viable as of the commencement of the tolling period through and including the sixtieth day after mediation. The parties attended mediation on February 12, 2024. The parties’ Tolling Agreement is attached hereto as **Exhibit A**.

PARTIES

3. Plaintiff Kathy Moonitz is, and at all times relevant was, an individual residing in Los Angeles County, California. Since approximately December 2021, Ms. Moonitz has been employed by Employer Defendants as a Quality Inspector.

4. Defendant The Boeing Company (“Boeing”) is, and at all times relevant was, a Delaware corporation that employed Plaintiff and others in California, whose principal place of business is 1950 E. Imperial Highway, El Segundo, CA 90245.

5. Defendant Nina Mattera (“Mattera”) is, and at all times relevant was, an individual residing in Los Angeles County, California. During the relevant period, Mattera was Manager of Propulsion Area and reported to Ben Kroeter, Director of Operations for Boeing El Segundo (Aerospace) (“Kroeter”), and Karl Gaugel (Assistant Director of Operations) (“Gaugel”).

6. Plaintiff currently is unaware of the true names of the defendants sued herein as

¹ Plaintiff is listed as “Kathy Garriott” in the Tolling Agreement in recognition of the fact that she is married to Craig Garriott, whom Defendants retaliated against, *infra*, and whose whistleblowing activities caused Defendants to retaliate against Plaintiff. She brings this lawsuit under the name that is on her paystubs.

Does 1 through 100, inclusive. Plaintiff sues said defendants by said fictitious names and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named defendants is in some manner responsible for the events and allegations set forth in this complaint. Plaintiff is informed and believes, and thereon alleges, that Does 1 through 100 are the partners, joint employers, agents, owners, shareholders, directors, members, officers, managers, or employees of The Boeing Company. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, each defendant was an employer, principal, agent, manager, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Employer Defendants, and was engaged with some or all of the other Employer Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. Plaintiff is informed and believes, and thereon alleges, that each defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each defendant did, knew or should have known about, authorized, ratified, adopted, approved, controlled, or aided and abetted the conduct of all other Employer Defendants, which proximately caused the damages herein alleged. Plaintiff is informed and believes, and thereon alleges, that each of said defendants is in some manner intentionally, negligently, willfully, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

7. Plaintiff further is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, Boeing, Mattera, and/or Does 1 through 100, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy and practice of The Boeing Company.

8. The Boeing Company, and the business entities sued as Does 1 through 100

(collectively, “Employer Defendants”), were and are Plaintiff’s employers. Under California law, Employer Defendants are jointly and severally liable as employers, or other persons acting on behalf of Employer Defendants, for violating, or causing to be violated, the violations alleged herein because they have each exercised sufficient control over the terms, wages, hours, working conditions, and/or employment of Plaintiff. Each Employer Defendant had the power to hire and fire Plaintiff and other employees, to supervise and control their work schedules and/or conditions of employment, to determine their rates of pay, and the right to control how or if Plaintiff and other employees were paid for time worked. Employer Defendants suffered or permitted Plaintiff to work and/or engaged Plaintiff and others to create a common law employment relationship. As joint employers of Plaintiff, Employer Defendants are jointly and severally liable for the damages and all other relief available to Plaintiff as alleged herein.

JURISDICTION AND VENUE

9. Jurisdiction for this matter lies properly with this Court because the monetary damages sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court also has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10.

10. This Court also has jurisdiction in this matter because throughout her employment, Plaintiff has been a California citizen, as is Defendant Mattera. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

11. Venue is proper in this Court because Employer Defendants employ persons, including Plaintiff, in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county. (CCP § 395.) Moreover, the principal violations of California law occurred in California, and the conduct of all Defendants which form the basis for Plaintiff’s claims occurred within or arose out of California and within this county.

GENERAL ALLEGATIONS

12. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 11, inclusive, as if fully set forth herein.

13. Ms. Moonitz has been employed by Employer Defendants as a Quality Inspector

1 since approximately December 2021. As Quality Inspector, she is responsible for reviewing the
2 work technicians do. Defendant Mattera works in the same physical area as Ms. Moonitz does.

3 14. In September 2022, Mattera retaliated against Ms. Moonitz because of the protected
4 actions taken by Ms. Moonitz's husband, Craig Garriott, who is also employed by Employer
5 Defendants. Craig Garriott began working at Boeing around May 1997. He has worked as an
6 antennae technician and an aero vehicle technician, mostly as an aero vehicle technician. He
7 became a shop steward of the United Brotherhood of Carpenters and Joiners of America ("Union")
8 beginning in 2007 and became a senior shop steward around 2012. Mr. Garriott took a "leave" from
9 Boeing in 2017 and became a Business Agent for the Union from 2017 to 2022, during which time
10 his Boeing position was placed on hold. In 2022, he returned to Boeing full-time and assumed the
11 role of senior shop steward. Mr. Garriott's job, both for the Union and for Boeing upon his return,
12 was to file grievances with the Union on behalf of union workers employed by Boeing. After
13 returning to Boeing, Mr. Garriott became Focal Steward at Boeing and then Chief Focal Steward,
14 overseeing the Focal Stewards at both Boeing and Millennium.

15 15. In 2022, Mr. Garriott was made aware by the Union that Defendant Mattera had
16 used her position at Boeing to purchase a \$10 million propellant system from a company owned by
17 a family friend of hers and then hired the child of the head of that company to her (Mattera's team)
18 at Boeing. Mr. Garriott reasonably suspected this type of "pay to play" nepotism violated any
19 number of anti-kickback, bribery, or corruption laws,² including but not limited to California Penal
20 Code section 641.3. Mr. Garriott also reasonably believed Mattera's conduct violated Boeing's own
21 Code of Conduct³ (both for its own employees and its suppliers)⁴ as unethical conduct.⁵ He knew
22

23 ² Boeing's Compliance and Ethics webpage (available here: [https://www.boeing.com/principles/ethics-and-](https://www.boeing.com/principles/ethics-and-compliance.page)
24 [compliance.page](https://www.boeing.com/principles/ethics-and-compliance.page)) provides, "Boeing strictly forbids bribery and corruption of any kind... Retaliation against
25 reporting parties is strictly prohibited, and action is taken against violators of anti-retaliation policies."

26 ³ The Boeing Code of Conduct specifically requires, "I will not engage in any activity that creates a conflict
27 of interest for me or the company." It further provides, "I will promptly report any illegal, improper, or
28 unethical conduct to my management or through other appropriate channels."

⁴ The Boeing Supplier Code of Conduct requires, "We expect suppliers to prohibit their employees from
receiving, paying, and/or promising sums of money or anything of value, directly or indirectly, intended to
exert undue influence or improper advantage." Specifically, as per conflicts of interest, the policy provides,

1 such quid pro quo dealing needed to be investigated and reported, to avoid even the appearance of
2 impropriety.⁶

3 16. Mr. Garriott reported Mattera's conduct to Maryanne Koser (Head of HR – El
4 Segundo) and David Young (Head of Labor Relations – El Segundo) around September 2022. He
5 specifically requested his name be kept out of the complaint as Ms. Moonitz worked near Mattera
6 and Mattera was known to be retaliatory. Despite this request, shortly after Mr. Garriott reported
7 Mattera to management, Mattera retaliated against Mr. Garriott by trying to have Ms. Moonitz
8 replaced with a different inspector.

9 17. Around mid-September, during a meeting with her bosses, Kroeter and Gaugel (who
10 also are the bosses of Ms. Moonitz's direct boss), Mattera falsely accused Ms. Moonitz of having
11 incorrectly purchased certain metals for the purpose of welding them to the satellites Boeing was
12 manufacturing ("welds"), which Mattera alleged had cost the company a lot of money. In fact, Ms.
13 Moonitz had not done what Mattera accused her of having done. However, the implication from
14 Mattera's statement to Kroeter and Gaugel was that Ms. Moonitz was incompetent at her job and
15 that the supposed mistake would render the product completely unworkable. Mattera made the
16 statement as a matter of fact, not opinion, and intended to cause harm to Ms. Moonitz because of
17 her association with Mr. Garriott.

18 18. Mattera's statement proved to be false, as Ms. Moonitz's boss reviewed her work
19
20

21 "We expect suppliers to avoid all conflicts of interest or situations that give rise to the appearance of a
22 potential conflict of interest. Suppliers must provide immediate notification to all affected parties in the event
23 that an actual or potential conflict of interest arises. This includes a conflict between Boeing's interests and
24 the interests of a supplier, a supplier's employees or its employees' close relatives, friends, or associates."

25 ⁵ A 2021 Global Business Ethics Survey Report (linked from the Boeing website, and available here:
26 <https://www.ethics.org/global-business-ethics-survey/>) shows that from 2017 to 2020, observed conflicts of
27 interest in the workplace rose 8%, from 15% to 23% of all observed ethical misconduct, with a higher jump
28 of observed conflicts of interest at the management level, from 22% to 38%, or a 16% increase.

⁶ Boeing's Company Procedure PRO-7 mandates, "An actual conflict of interest does not need to be present
to constitute a violation of this procedure. Activities that create the appearance of a conflict of interest must
also be avoided to ensure that the reputation of Boeing and its employees is not harmed." Moreover,
Boeing's Ethical Business Conduct Guidelines further provides, "Examples of conflicts of interest include,
but are not limited to: Personal relationships with employees of other business entities that could influence an
employee's decision concerning the selection of a supplier or its products."

1 and determined she had not done anything wrong.

2 19. After Mattera's meeting with her bosses, and despite having had her claim against
3 Ms. Moonitz refuted, Mattera continued her retaliatory campaign against Ms. Moonitz well into
4 October 2022 and beyond, including but not limited to trying to have Ms. Moonitz replaced with a
5 different quality inspector; having work taken away from Ms. Moonitz; and having management
6 withhold information that Ms. Moonitz needed to be able to perform her job properly.

7 20. Another inspector was brought in to replace Ms. Moonitz. He told her that based on
8 his considerable experience in the field, she had done a good job and had not done anything wrong,
9 certainly not what she was being accused of. Ultimately, Ms. Moonitz was allowed to keep her job.

10 21. Nevertheless, shortly after the Mattera complaint, Ms. Moonitz suffered increased
11 scrutiny from other managers in the area. She received less work, and management stopped
12 discussing with her what was going on with the satellites, which she needed to be able to perform
13 her job properly.

14 22. After the Mattera complaint, other workers in Ms. Moonitz's area reported having
15 seen emails that, in effect, said Ms. Moonitz was a poor worker or did bad work.

16 23. Ms. Moonitz continues to suffer emotional distress, including but not limited to the
17 fear of future reprisals.

18 24. In addition, the stress of the above retaliation has taken its toll on Ms. Moonitz's
19 marriage to Mr. Garriott. They have only been married since 2021 yet have been separated several
20 times since 2023 and have spent much of their marriage trying to reconcile these separations.

21 **FIRST CAUSE OF ACTION**

22 **WHISTLEBLOWER RETALIATION, IN VIOLATION OF LABOR CODE § 1102.5(h)**

23 **(By Plaintiff Against Employer Defendants)**

24 25. Plaintiff incorporates by reference and re-alleges the allegations contained in
25 paragraphs 1 through 24, inclusive, as though fully set forth herein.

26 26. At all relevant times, Labor Code section 1102.5, subdivision (h), was in full force
27 and effect and was binding on Employer Defendants. Subdivision (h) provides in relevant part, "An
28 employer, or a person acting on behalf of the employer, shall not retaliate against an employee

1 because the employee is a family member of a person who has, or is perceived to have, engaged in
2 any acts protected by this section.”

3 27. Mattera retaliated against Ms. Moonitz solely because Ms. Moonitz was the wife of
4 an employee who engaged in, or who Employer Defendants perceived to have engaged in, protected
5 whistleblowing activities, including against Mattera’s illicit conduct.

6 28. As a proximate result of the wrongful conduct of Defendants, and each of them, Ms.
7 Moonitz has suffered and continues to sustain actual damages, including but not limited to costs of
8 suit and other pecuniary loss in an amount not presently ascertained but to be proven at trial.

9 29. As a further proximate result of the wrongful conduct of Defendants, and each of them,
10 Ms. Moonitz has suffered emotional and mental distress, anguish, humiliation, shame,
11 embarrassment, fright, shock, pain, discomfort, and anxiety, in an amount according to proof at the
12 time of trial.

13 30. The actions of Defendants as alleged herein were carried out with malice, willfulness
14 and/or reckless indifference to Ms. Moonitz’s rights, with full knowledge of their unlawfulness, and
15 with the intent to deprive Ms. Moonitz of rights guaranteed under the law. Ms. Moonitz is entitled
16 to punitive damages for the purpose of deterring such unlawful, malicious, oppressive and/or
17 reckless conduct. Defendants’ conduct described herein was engaged in by officers, directors,
18 and/or managing agents for Employer Defendants and/or ratified by officers, directors, and/or
19 managing agents.

20 31. As a result of these Defendants’ conduct as alleged herein, Plaintiff is entitled to an
21 award of reasonable attorney’s fees pursuant to Labor Code section 1102.5, subdivision (j). Plaintiff
22 is further entitled to costs of suit as provided for in Code of Civil Procedure section 1021.5.

23 **SECOND CAUSE OF ACTION**

24 **INJUNCTIVE RELIEF/DECLARATORY JUDGMENT**

25 **(By Plaintiff Against Employer Defendants)**

26 32. Plaintiff incorporates by reference and re-alleges the allegations contained in
27 paragraphs 1 through 31, inclusive, as though fully set forth herein.

28 33. California Labor Code section 1102.5 “reflects the broad public policy interest in

1 encouraging workplace whistle-blowers to report unlawful acts without fearing retaliation.” *Green*
2 *v. Ralee Eng’g Co.* (1998) 19 Cal.4th 66, 77 (affirmed by *Lawson v. PPG Architectural Finishes,*
3 *Inc.* (2022) 12 Cal.5th 703, 709).

4 34. An actual controversy has arisen and now exists between Plaintiff and Employer
5 Defendants concerning the parties’ respective rights and duties, as it is believed that Employer
6 Defendants may contend that they did not retaliate against Ms. Moonitz because her husband blew
7 the whistle on what he reasonably believed was illegal conduct. Plaintiff, by contrast, alleges that
8 Employer Defendants did in fact retaliate against her for her husband’s whistleblowing activity.
9 Plaintiff therefore is informed and believes, and on that basis alleges, that Employer Defendants
10 will dispute Plaintiff’s whistleblower retaliation cause of action.

11 35. Pursuant to California Code of Civil Procedure section 1060, Plaintiff seeks a
12 judicial determination of Plaintiff’s rights and Employer Defendants’ duties, and a declaration that
13 Employer Defendants retaliated against Plaintiff because of her husband’s protected whistleblowing
14 activity. In so doing, Plaintiff seeks a judicial determination and declaration that Employer
15 Defendants’ retaliation against Plaintiff for her husband’s whistleblowing activities was a
16 contributing factor in the decisions to take adverse employment actions against her.

17 36. Pursuant to California Labor Code sections 1102.61 and 1102.62, Plaintiff petitions
18 the Court for injunctive relief until a judicial determination has been issued, or at a time certain set
19 by the Court, to enjoin Employer Defendants from further retaliating against Plaintiff for her
20 husband’s protected whistleblower activity.

21 37. A judicial determination is necessary and appropriate so that Plaintiff, on her own
22 behalf and on behalf of other employees in the State of California, and in conformity with the public
23 policy of the State, may obtain a judicial declaration of Employer Defendants’ wrongdoing and to
24 prospectively condemn such retaliatory employment policies and/or practices.

25 38. A judicial determination also is necessary and appropriate so that Employer
26 Defendants may be aware of their obligations under the law to not retaliate against employees who
27 blow the whistle (or who are the family members of employees who blow the whistle or are
28 perceived to have blown the whistle) on what the whistleblowing employees reasonably believe is a

1 violation of state or federal statute or a violation of or noncompliance with a local, state, or federal
2 rule or regulation. Such relief is necessary because other employees of Employer Defendants will be
3 irreparably harmed if the above-described retaliation is allowed to continue.

4 39. Plaintiff is entitled to recover prevailing party reasonable attorney's fees pursuant to
5 Labor Code section 1102.5, subdivision (j), to redress, prevent, or deter retaliation.

6 **THIRD CAUSE OF ACTION**

7 **DEFAMATION PER SE**

8 **(By Plaintiff Against All Defendants)**

9 40. Plaintiff incorporates by reference and re-alleges the allegations contained in
10 paragraphs 1 through 39, inclusive, as though fully set forth herein.

11 41. Defendants and/or their agents or employees made false statements of fact to other
12 individuals, which tended to injure Plaintiff directly in her occupation, including but not limited to
13 such things as that Plaintiff was incompetent at her job and unnecessarily cost the company money
14 because of her incompetence.

15 42. Defendants and/or their agents or employees made false and libelous accusations,
16 impugning Plaintiff's honesty, integrity, and competence in her occupation, despite knowing the
17 statements were false.

18 43. Such libelous and/or slanderous publications were republished multiple times over
19 by Defendants and/or their agents or employees.

20 44. When Defendants made the aforementioned statements, Defendants deliberately and
21 intentionally communicated false and damaging statements, knowing that the statements would
22 seriously injure Plaintiff's professional reputation.

23 45. The defamatory statements were understood to be assertions of fact, not opinion.

24 46. Within one year of the date this lawsuit was filed, Plaintiff has been or will have
25 been forced to self-publish the false and defamatory reason(s) she was disciplined either to
26 prospective employers (who, as a matter of course, asked or will ask about Plaintiff's employment
27 with Employer Defendants), or internally within Employer Defendants themselves. At the time
28 they were made, it was reasonably foreseeable that the defamatory statements would be repeated to

1 prospective employers or internally within Employer Defendants.

2 47. Each of these false defamatory per se publications were negligently, recklessly, and
3 intentionally published in a manner equaling malice and abuse of any alleged conditional privilege
4 (which Plaintiff denies existed), since the publications, and each of them, were made with hatred,
5 ill will, and an intent to vex, harass, annoy, and injure Plaintiff in order to justify the illegal and
6 cruel actions of Defendants, and each of them, to cause further damage to Plaintiff's professional
7 and personal reputations, to cause Plaintiff to be disciplined, or to justify disciplining Plaintiff.

8 48. Defendants, and each of them, lacked reasonable ground for belief in the truth of the
9 defamatory statements and thereafter acted in reckless disregard of Plaintiff's rights.

10 49. The above complained-of publications by all Defendants, and each of them, were
11 made with hatred and ill will towards Plaintiff and the design and intent to injure Plaintiff,
12 Plaintiff's good name, her reputation, her employment, and/or her employability. Defendants, and
13 each of them, published these statements, not with an intent to protect any interest intended to be
14 protected by any privilege, but with negligence, recklessness, and/or an intent to injure Plaintiff
15 and destroy her reputation. Therefore, no privilege existed to protect any of the Defendants from
16 liability for any of these publications or republications.

17 50. Plaintiff is informed, believes, and fears that these false and defamatory per se
18 statements will continue to be published by Defendants, and each of them, and will be foreseeably
19 republished by their recipients, all to the ongoing harm and injury to Plaintiff's professional and/or
20 personal reputation. Plaintiff also seeks redress in this action for all foreseeable republications,
21 including her own compelled self-publication of these defamatory statements.

22 51. As a proximate result of Defendants' conduct, Plaintiff has suffered and continues
23 to suffer either losses in earnings and other employment and retirement benefits, or embarrassment,
24 humiliation, and mental anguish, all to her damage in an amount according to proof.

25 52. The actions or inactions of these Defendants as alleged herein were carried out with
26 malice, willfulness and/or reckless indifference to Plaintiff's rights, with full knowledge of their
27 unlawfulness, and with the intent to deprive Plaintiff of rights guaranteed to her under the law.
28 Plaintiff is entitled to punitive damages for the purpose of deterring such unlawful, malicious,

1 oppressive and/or reckless conduct. Defendants' conduct described herein was engaged in by
2 officers, directors, and/or managing agents for Employer Defendants and/or ratified by officers,
3 directors, and/or managing agents.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff pray for judgment as follows:

- 6 1. For an award of general damages in an amount to be proven at trial;
7 2. For an award of special damages in an amount to be proven at trial, including past and
8 future lost income and benefits and interest thereon;
9 3. For an award of punitive damages in an amount appropriate to punish Defendants and to
10 make an example of Defendants to the community;
11 4. For pre-judgment interest at the prevailing legal rate;
12 5. For declaratory and injunctive relief, including but not limited to an order requiring
13 Defendants to immediately comply with all local, State, and federal laws, rules, and/or
14 regulations regarding retaliation against employees for engaging in protected whistleblowing
15 activities;
16 6. For reasonable attorney's fees and costs; and
17 7. For such other and further relief as this Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby request a jury trial on the claims so triable.

20 Dated: April 11, 2024

SANSANOWICZ LAW GROUP, P.C.
M LAW ATTORNEYS, APC

21 

22 By

Leonard H. Sansanowicz, Esq.
Narak Mirzae, Esq.
Attorneys for Plaintiff Kathy Moonitz

EXHIBIT A

TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is made and entered into as of October 5, 2023 (“Effective Date”), by and between Craig Garriott and Kathy Garriott (collectively, “Plaintiffs”) and The Boeing Company (“Boeing”), Millennium Space Systems, Inc., Jennifer Burina, Nina Matera, and Calinda Starr (collectively, “Defendants”).

WHEREAS, a dispute has arisen between Plaintiffs and Defendants;

WHEREAS, Plaintiffs forwarded correspondence to Defendant Boeing about the dispute, including draft complaints to be filed by Craig Garriott and Kathy Garriott should the parties not agree to resolve their disputes informally, and Boeing received such correspondence on April 14, 2023;

WHEREAS, Plaintiffs and Defendants have been involved in discussions and negotiations to potentially resolve the dispute without the necessity and expense of litigation;

WHEREAS, the discussions between Plaintiffs and Defendants will not be concluded before the expiration of the statute of limitations of at least some of Plaintiffs’ rights;

WHEREAS, the Parties have now agreed to private mediation, which will take place on November 16, 2023, or a date shortly thereafter (pending the mediator’s availability);

WHEREAS, the Parties wish to allow sufficient time for the mediation and any post-mediation discussions and/or negotiations to take place before Plaintiffs file their civil actions;

WHEREAS, by entering into this Agreement, Defendants do not intend to resurrect any claims that are time-barred prior to the Effective Date of this Agreement.

THEREFORE, Plaintiffs and Defendant agree by and through their counsel to toll any applicable statute of limitations from the Effective Date of this Agreement until sixty (60) days after the mediation (the “Tolling Period”), to allow the Parties to continue discussions and negotiations and possibly resolve the dispute before Plaintiffs file civil lawsuits. The terms and conditions of the Agreement are as follows:

1. Scope of Agreement/No Admission of Liability. This Agreement operates to toll any and all statutes of limitations and time constraints imposed by law on Plaintiffs’ claims during the Tolling Period. This Agreement shall not be construed as an admission of liability or be offered in evidence in any proceeding other than to prove that any applicable statute of limitations were tolled during the Tolling Period.

2. Tolling Period. This Agreement shall be in effect from the “Effective Date” through and including the sixtieth (60th) day after mediation (the “Tolling Period”), all applicable statutes of limitations that were viable as of the commencement of the Tolling Period shall be tolled and suspended.

3. Waiver During Tolling Period. Defendants hereby waive any applicable statute of limitations defenses that would otherwise arise during the Tolling Period. Defendants do not waive any statute of limitations defense, or any other claims or defenses available prior to the Tolling Period or after the Tolling Period expires.

4. Action Initiated During Tolling Period. During the Tolling Period, Plaintiffs may file complaints or initiate any other legal proceeding against Defendants relating to Plaintiffs' employment.

5. Termination Before Expiration Date. Defendants may terminate this Agreement at any time by providing a notice of intent to terminate in writing, sent via email and via overnight delivery service to Plaintiffs' counsel. The termination date shall be 30 days from the date of the notice of intent.

6. Substantive Law. This Agreement shall be interpreted in accordance with the substantive law of the State of California, without application of choice of law rules.

7. Copies of Tolling Agreement Valid. This Agreement may be executed in one or more original or counterparts. A signed document transmitted via facsimile or email shall be valid.

Dated: October 9, 2023

SANSANOWICZ LAW GROUP, P.C.
M LAW ATTORNEYS, APC



Leonard H. Sansanowicz, Esq.
Narak Mirzaie, Esq.
Attorneys for Plaintiffs Craig and Kathy Garriott

Dated: October 9, 2023

OGLETREE DEAKINS



Betsy Johnson, Esq.
Catherine L. Hazany, Esq.
Tara Mohseni, Esq.
Attorneys for Defendants The Boeing Company,
Millennium Space Systems, Inc., Jennifer Burina,
Nina Matera, and Calinda Starr

CERTIFICATE OF SERVICE

Craig M Garriott v. The Boeing Company, et al.
Case No. 2:24-CV-04735

I am and was at all times herein mentioned over the age of 18 years and not a party to the action in which this service is made. At all times herein mentioned I have been employed in the County of Los Angeles in the office of a member of the bar of this court at whose direction the service was made. My business address is 19191 S. Vermont Avenue, Suite 950, Torrance, CA 90502.

On **June 5, 2024**, I served the following document(s):

**DECLARATION OF CATHERINE L. HAZANY IN SUPPORT OF NOTICE
OF REMOVAL OF CIVIL ACTION TO THE UNITED STATES DISTRICT
COURT**

by placing ☐ (the original) ☒ (a true copy thereof) in a sealed envelope addressed as stated on the attached service list.

☐ **BY MAIL:** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.'s practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

☐ **BY CM/ECF:** With the Clerk of the United States District Court of California, using the CM/ECF System. The Court's CM/ECF System will send an e-mail notification of the foregoing filing to the parties and counsel of record who are registered with the Court's CM/ECF System.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(Federal)** I declare that I am employed in the office of a member of the State Bar of Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on **June 5, 2024**, at Torrance, California.



Maria Peltekova

SERVICE LIST

Leonard H. Sansanowicz, Esq. Attorneys for Plaintiff
SANSANOWICZ LAW GROUP, P.C. CRAIG M GARRIOTT
21031 Ventura Blvd., Suite 701
Woodland Hills, CA 91364
Tel: (818) 639-8510
Fax: (818) 639-8511
Email: leonard@law-slg.com

Narak Mirzaie, Esq. Attorneys for Plaintiff
M LAW ATTORNEYS, APC CRAIG M GARRIOTT
P.O. BOX 60091
Pasadena, CA 91102
Tel: (626) 626-4422
Fax: (626) 626-4420
Email: nm@mlawattorneys.com